

****IMPORTANT NOTICE****

ONLINE BIDDING PROCESS

- Bid pricing must be submitted online through to DeferredCompensation@acgov.org
- The following pages require signatures and must be scanned and uploaded to DeferredCompensation@acgov.org:
 1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#) page
 - a. [Must be signed by Bidder](#)
 2. Exhibit A – Bid Response Packet, [SLEB Partnering Information Sheet](#)
 - a. [Must be signed by Bidder](#)
 - b. [Must be signed by SLEB Partner](#) if subcontracting to a SLEB

Please read **EXHIBIT A – Bid Response Packet** carefully.

INCOMPLETE BIDS WILL BE REJECTED. Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 202201

for

Alameda County Deferred Compensation and Defined Contribution Plans

For complete information regarding this project, see RFP posted at
[Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) <https://gsa.acgov.org/do-business-with-us/contracting-opportunities/> or contact the County representative listed below.

Thank you for your interest!

Contact Person: Aaron Coleman, Deferred Compensation Program

Manager Phone Number: (510) 272-6814

RESPONSE DUE

by

2:00 PM Pacific

on

June 27, 2022

through

Alameda County, Deferred Compensation

DeferredCompensation@acgov.org

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL No. 202201
SPECIFICATIONS, TERMS & CONDITIONS
for

Alameda County Deferred Compensation and Deferred Contribution Plans

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ATTACHMENTS

- EXHIBIT A - BID RESPONSE PACKET
- EXHIBIT B - INSURANCE REQUIREMENTS
- EXHIBIT C - VENDOR BID LIST
- EXHIBIT D - RFP QUESTIONNAIRE

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe Alameda County's 401(a) Defined Contribution and 457(b) Deferred Compensation Plans (the Plan).

The County intends to award a 3-year contract (with option to renew for an additional two-year term) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets the County's requirements.

It is the intent of these specifications, terms and conditions to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products. Specific requirements from the County's Sustainability Program that are related to this Bid are included in the appropriate Bid sections.

B. SCOPE

The Alameda County Office of The Treasurer-Tax Collector intends to maintain its current structure of using a third party for recordkeeping and administration, communication, education, and advice, while continuing to maintain some in-house administration of select enrollment and other participant services.

The investment menu is the same for both the 457(b) and 401(a) Plans. Alameda County contracts with an independent registered investment adviser for full plan consulting and investment advisory services. The contracted registered investment adviser, Retirement Plan Advisors (RPA), does and will continue to perform due diligence on the investment options and make recommendations regarding deletions and additions to the fund lineup.

Regarding employee education and advice, it is anticipated that the proposer will provide plan and financial education and advice to the County's employees. The bidder should anticipate 80 employee hours a week for employee services. Not being able to provide 80 hours per week will be grounds for disqualification. Today the County receives service from two third-party advisors through two separate firms as well as a part-time staff representative of the recordkeeper. One of the third-party service providers is a member of the County's Small Local Emerging Business (SLEB) program. The County does like this model – that there are third parties providing educational services.

The Alameda County Office of The Treasurer-Tax Collector will also review and consider all participant services models, such as:

1. Participant services handled 100% by the recordkeeper's staff representative(s).
2. Participant services handled 100% by the recordkeeper's proposed independent third party.
3. Participant services handled with a combination of the recordkeeper's staff representative(s) and an independent third party.

C. **BACKGROUND**

Alameda County offers its employees the opportunity to save for retirement through voluntary supplemental 457(b) and 401(a) Plans. The Plan has approximately 8,126 participants with \$1 billion in assets. Empower Retirement currently provides plan recordkeeping, compliance and administration services. Empower also provides employee education and financial guidance services through a part-time Empower staff representative and two full-time representatives – one from Wells Fargo Clearing Services, LLC and one from Emerge Financial Advisors.

The Plan currently utilizes Empower's stable value option for the fixed offering. The Plan's investment platform has no proprietary fund requirement, and the successful bidder will also have no proprietary investment option requirements. The County may make an exception allowing a proprietary stable value offering, meaning the proposer can offer a price with a proprietary stable value offering as well as a price without a proprietary stable value requirement.

The Treasurer-Tax Collector is designated as the Deferred Compensation Officer, who serves as trustee of the Plan. The Office of the Treasurer-Tax Collector has an in-house administrative team that oversees the Plan to ensure it is operating in line with plan documents and current regulatory guidelines. Further, the in-house administrative team provides forms processing and some participant services (e.g., 3-year catch-up calculations, purchase of service credits), with Empower providing administrative/recordkeeping support. There is also an ad-hoc committee that serves in an advisory capacity to the Deferred Compensation Officer.

Alameda County Plan Statistics as of 3/31/2022:

	457(b) Plan	401(a) Plan
<i>Eligible</i>	8,500	Not provided
<i>Total Participants with a Balance</i>	8,126	151
<i>Actively Contributing</i>	5,813	10
<i>Annual Contributions (includes roll-ins)</i>	\$41,893,510	\$1,594,832
<i>Total Plan Assets</i>	\$1,000,000,000	\$16,529,142
<i>Stable Value Assets</i>	\$267,821,892	\$6,768,025

The 401(a) Defined Contribution Plan:

1. Eligible Employee Groups (total eligible: 170):
 - Elected Officials
 - Appointed Officials
 - All Department Heads per Department Head Resolution, Police Chief, All Members of UAW Local 1777, TPOAM, and 911 Dispatch Police Officer Labor Council
 - Police Patrol Officers' Union employees hired after April 1, 2014
 - Firefighter's Union employees hired after May 6, 2014

2. Vesting Schedule: Participants are vested 100% after completion of 60 months of service. Exceptions: TPOAM 41 A Court, Police Chief, Elected and Appointed Officials vested 100% upon completion of 20 months of service.
3. Contributions: The County contributes 10% of eligible employee's annual salary, and the employee contribution amount is 5% of employee's annual salary.
4. Loans are NOT permitted.

The 457(b) Deferred Compensation Plan:

The 457(b) Plan is available to all civil service and elected employees of the County (8,500 employees). Under the 457(b) Plan, employees may voluntarily elect to defer a portion of their salary into the Plan. Loans are currently permitted under the 457(b) Plan.

D. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications:
 - a. Bidder shall be regularly and continuously engaged in the business of providing 457(b) and 401(a) recordkeeping, administration and educational services for at least five (5) years and handle at least five (5) plans of similar size and demographics as the County Plan.
 - b. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
 - c. Bidder shall be a top-tier retirement plan provider with a minimum of \$10 billion in retirement plan assets under management.
 - d. Bidder shall be licensed to conduct business in all 50 states and shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
 - e. Bidder shall provide plan- and participant-level access to, and work closely with, our third-party registered investment adviser, RPA, to provide plan sponsor support and participant advice services as necessary for the smooth operation of the Plan.
 - f. Respondents must be current on any taxes, loans, rents, fines or other funds owed to the County of Alameda in order to submit a proposal.

E. SPECIFIC REQUIREMENTS

1. Neither the Bidder nor its agents shall use information obtained under the Plan to directly solicit participants of the Plan with respect to any product of said company that is not part of the Plan.
2. The use of any written or visual communication materials or changes to materials being used must be pre-approved by the Deferred Compensation Officer or his/her designated representative.
3. All information pertaining to the Plan and its participants is the sole property of Alameda County; all information will remain confidential and will not be used or transmitted to anyone for any purposes whatsoever, except as required to conduct plan operations.

Plan Services:

1. The County is seeking an open-architecture investment platform with no proprietary fund requirements.
2. The Bidder should make every effort to offer a stable value option when available.
3. For the Plan's core investment menu, the County is seeking publicly traded mutual funds. The County will consider stable value and GIA options as well as co-mingled or separate account investment vehicles if advantageous.
4. The Bidder must accurately and fully disclose all expenses and revenue sharing arrangements associated with all investment options offered to the Plan.
5. The Bidder must have a SSAE 16, or a similar audit requirement, conducted at least annually and make the results of such review available to the Treasurer-Tax Collector and the County's registered investment adviser.
6. Describe any policies your firm has implemented to mitigate the risk of loss from a cybersecurity breach or exploit. The Bidder must make the results of any cybersecurity review available to the County Treasurer-Tax Collector and the County's registered investment adviser.
7. The Bidder must maintain records associated with multiple payrolls and participant accounts, including but not limited to deferrals, loans, investment performance, administrative costs, salary deferral authorizations, addresses, beneficiary designations and any other information necessary for the proper

administration and accounting of participant accounts across the Plan and frozen legacy vendors.

8. The Bidder must provide quarterly reports to the County Treasurer-Tax Collector detailing plan metrics, including current plan participation levels, the status and resolution of any participant issues, developments in the delivery of 401(a) and 457(b) plan services, and participant retirement readiness.
9. The Bidder must produce custom reports for the employer on an as-needed basis.

Participant Services:

1. Prepare (for the County's review and approval) an annual marketing plan that outlines in detail the approach that the Bidder will take in communicating the programs to all eligible employees. The County is seeking a "Financial Wellness" strategy that includes developing, publicizing and presenting onsite and online investment seminars on financial literacy (budgeting, loans, major purchases, college and emergency funds, etc.) to assist individuals in better preparing for retirement. Presentations should incorporate information on Social Security and the County Defined Benefit Plan. Further, the County is seeking onsite participant meetings at all work locations, providing guidance and advice at the participant level.
2. The Bidder must advise participants of the distribution options available under the Plan and provide distribution counseling.
3. The Bidder must provide a toll-free telephone number with 24/7 voice response as well as internet and mobile capabilities and a live customer service call center representative to answer questions and address problems within normal County working hours.
4. The Bidder must provide customized and branded web- and mobile-based educational and guidance materials, tools and calculators.
5. The Bidder must provide defined contribution and retirement-related newsletters and articles for plan participants, including retiree-focused communications.
6. The Bidder agrees that:
 - a. Best practices surrounding all aspects of plan design and operation will be incorporated on behalf of the sponsor

- b. Neither the company nor its agents shall use information obtained as a result of its providing services to the County to directly solicit participants of the Plan with respect to any product of said company that is not part of the Plan.
- c. The use of any written or visual communication materials or changes to materials being used must be pre-approved by the Treasurer-Tax Collector or his/her designated representative(s).
- d. All information pertaining to the Plan and its participants is the sole property of the County; all information will remain confidential and will not be used or transmitted to anyone for any purposes whatsoever, except as required to conduct plan operations.

Legal/Regulatory: Firm must:

- 1. Provide the County with (and/or be willing to administer) individually designed or otherwise compliant governmental plan documents, and assist in maintaining Internal Revenue Code-compliant 401(a) and 457(b) plan documents and amendments for the Plan.
- 2. Provide strict oversight of all Plan activities to ensure compliance with federal and state regulations.
- 3. Provide comprehensive information and reporting surrounding Plan-related taxes and tax treatment of the Plan and participant benefits.

Employee/Employer Account Administration: Firm must:

- 1. Establish and monitor maximum allowable employer and employee contribution limits, and advise and assist the County in taking appropriate corrective action if excess contributions occur.
- 2. Ensure contributions are allocated to employee accounts in a timely manner when received.

Investments: Firm must:

- 1. Provide a broad investment platform of mutual funds, separate account and/or stable value funds.
- 2. Provide identical pricing and product(s) for both the 401(a) and 457(b) Plans.

3. Be able to provide recordkeeping for a non-proprietary fixed/stable value option. The County may choose to utilize the successful Bidder's proprietary fixed account/stable value option but reserves the right to utilize alternative fixed account/stable value option(s). In the event the use of a proprietary fixed/stable value option vs. a nonproprietary fixed/stable option has a pricing difference, please explain the pricing difference in the Fee Proposal section of your response to this RFP.
 - a. Confirm that there will be no plan-level termination, withdrawal or transfer charges or restrictions (including market value adjustments) throughout the term of the contract. The only exceptions are (i) reasonable restrictions related to a stable value fund, (ii) charges for early withdrawal from fixed maturity or other structured investment products (such as CDs) which have a clearly defined investment period that if shortened would jeopardize the strategy and benefits to longer-term investors, and (iii) redemption fees for short-term trading.

Account Service and Performance Measurements: Firm must:

1. Maintain a high level of client satisfaction and security.
2. Communicate performance results to participants in a transparent and easy-to-understand fashion.
3. Provide participant- and plan-level statements and reporting that separate balances and activity by 401(a) and 457(b) Plans.
4. Be able to provide consolidated statements for the 401(a) and 457(b) Plans if desired by the plan sponsor.
5. Provide timely customer service responses to all parties involved in the Plan. Provide customer service call center access.
6. In addition to customer service call center access, provide plan participants with 24/7 secured online access to portfolio and plan information that is updated on a daily basis at minimum.
7. Provide online access at the plan sponsor level, with separate login information.
8. Provide adequate website technical support for any account access issues which arise. Technical support will also follow federal and state regulations and maintain secure information backup procedures. Please outline any additional procedures or software capabilities that are in place.

Account Activity: Firm must:

1. Provide services related to the following activities:
 - a. Determine eligibility and manage enrollments.
 - b. Provide plan and participant communication materials for all activities.
 - c. Handle distribution requests, including monitoring final and age 70½ minimum distributions.
 - d. Process loans, account distributions, name and address changes, emergency withdrawals, participant investment allocation requests, beneficiary changes, rollovers, and Qualified Domestic Relations Orders (QDROs).
 - e. Handle other account administration requests, such as employee questions relating to statements, distribution tax ramifications (not tax advice), address changes, requests for fund information, and coordination with County payroll.
 - f. Provide for appropriate data sharing across frozen vendors to ensure compliance with 401(a) and 457(b) regulations.

Plan Implementation: Firm must:

1. Provide a detailed breakdown of the team that will manage the County Plan, identifying who will manage each step in the implementation process.
2. Provide a timeline of the Plan conversion and implementation.
3. Describe the communications and marketing support you can provide the County.
4. Identify your staff members responsible for the ongoing maintenance of the Plan.
5. Confirm that you are willing to send your staff members to attend retirement plan meetings in the County offices.
6. Provide full disclosure of team member turnover within the department that will be responsible for managing the Plan. Identify where this department is located.

Data Security Privacy: Firm must:

1. Maintain the confidentiality of employee database information.
2. Confirm that the firm has policies, procedures, data encryption and technical measures to prevent unauthorized access or alteration, fraud, theft, misuse or physical damage to hardware, software, communications networks and data.

Describe these in detail, including password complexity settings. Share details regarding any prior compromising of your firm's electronic security system.

3. Confirm that you understand and agree to the County's policy that your firm's representatives and contractors are forbidden to sell ancillary products (such as life insurance) to participants without written consent of the County. Confirm that participant data is the sole property of the County and may not be used in any way to market other products or be sold to other organizations without the express written consent of the County.

Fee Proposal:

The County is seeking fully disclosed level-fee pricing. Responding firms must commit to a fixed-cost, asset-based or per-participant fee structure and disclose all revenues and expenses relating to the Plan (including annual fund revenue sharing, reimbursements, and fixed account/stable value expenses). This RFP is requesting multiple pricing scenarios to ensure that we have the desired pricing for both the 401(a) Plan and 457(b) Plan. A single price for the Plan, comprised of both the 401(a) and 457(b), is preferred.

Please provide a detailed fee proposal that fully itemizes all fees NOT included in your base fee, including but not limited to the following:

- Setup fees
- Conversion fees
- Charges for plan administration
- Charges for moving assets from one fund to another
- Cost to provide plan documents, update documents
- Rollover and distribution fees
- All investment-related fees
- Cost of transition services on inception and upon termination of services
- If you have the capability to offer participants access to a registered investment adviser, the details and the fees for that service
- Any other fees

F. DELIVERABLES / REPORTS

1. Ensure accurate and complete recordkeeping and administration of the Plan to include confirmation of participant deferrals and loan repayments, for the term of the contract.
2. Provide a high level of participant services, including plan sponsor services.
3. Provide monthly communications to participants to enhance their financial literacy, financial wellness and participant engagement.
4. Host four employee group plan and financial education seminars as well as specialized seminars to targeted employee groups as directed by the plan sponsor.
5. Provide one-on-one financial guidance and/or advice to participants.
6. Process all Plan-related forms on a flow basis and in a timely manner.
7. Provide 80 employee hours a week for employee services.
8. Monitor and provide tracking of employee/employer contribution levels to the Plan.
9. Provide quarterly Plan summaries for both the 401(a) and 457(b) Plans to include ongoing education strategy, data on assets new enrollments, number of participants actively contributing, participants in three funds or less, rollovers into plans, average participant contributions, new loans, loan balances, rollovers out of the Plan, plan demographic summary, asset allocation by age/net activity by age, investment diversification, assets by asset class and age, asset allocation trends, fund utilization by age, fund utilization, Roth utilization summary, interfund transfers, participant distribution statistics, loan activity by age, and special reports requested by the plan sponsor.
10. Coordinate with existing provider(s) and provide a written transition plan and schedule with the existing provider(s) to ensure a smooth and orderly transition.
11. Provide and maintain policies, procedures, data encryption, security and technical measures to ensure against unauthorized access or alteration, fraud, theft, misuse or physical damage to hardware, software, communications, networks and data.

12. Provide full fee disclosure to plan participants.
13. Handle tax forms and tax reporting on all distribution from the Plan.
14. Provide consolidated quarterly statements of participant accounts.
15. Provide and administer to individually designed governmental plan documents and assist in maintaining them in compliance with applicable Internal Revenue Codes.
16. Provide recordkeeping for a broad investment platform of mutual funds, separate accounts and/or stable value funds.
17. Provide access to participant account information and linked Bidder's educational content via the plan sponsor's webpage.



II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
Request Issued	May 27, 2022
Networking/Bidders Conference (online conference option enabled for remote participants)	<p style="text-align: center;">TO ATTEND THE MICROSOFT MEETING ONLINE:</p> <p>Join on your computer or mobile app Click here to join the meeting</p> <p>Or call in (audio only) +1 415-915-3950,,573317268# United States, San Francisco (888) 715-8170,,573317268# United States (Toll-free)</p> <p>Phone Conference ID: 573 317 268#</p>
Written Questions Due via Email to Aaron.Coleman@acgov.org	June 2, 2022, by 5:00 PM Pacific
List of Attendees	June 6, 2022
Q &A Issued	June 16, 2022
Addendum Issued (only if necessary to amend RFP)	June 16, 2022
Response Due – Submitted To DeferredCompensation@ACgov.org	June 27, 2022, by 2:00 PM Pacific
Evaluation Period	June 27, 2022 – August 23, 2022
Vendor Interviews (1-hour presentations)	Week of Aug 14, 2022
Notice of Intent to Award Issued	August 24, 2022
Board Consideration Award Date	September 13, 2022
Contract Start Date	January 3, 2023

NOTE: All dates are tentative and subject to change.

G. NETWORKING / BIDDERS CONFERENCES

1. The Bidders conference held on June 1, 2022, will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended bandwidth is 512kbps) at the link provided.
2. In order to get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets or a telephone. Bidders may also attend this conference in person.
3. Networking/Bidders conferences will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
 - b. Provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.
 - c. Provide an opportunity to view a site, receive documents, etc. necessary to respond to this RFP/Q.
 - d. Provide the County with an opportunity to receive feedback regarding the project and RFP.
4. The list of Bidder Conference attendees will be released on a separate document.
5. Only written questions submitted via email and by the stated deadline will be addressed in an RFP/Q Question and Answer (Q&A) following the Networking/Bidders Conference(s). Should there be a need to amend or revise the RFP/Q, an Addendum will be issued following the Networking/Bidders Conferences. The Q&A and Addendum are the final stance of the County.
6. All questions regarding these specifications, terms, and conditions are to be submitted in writing via email **no later than June 2, 2022, by 5:00 PM** to:
Aaron Coleman, Deferred Compensation Program Manager
Alameda County Treasurer-Tax Collector's Office
1221 Oak Street, Room #131
Oakland, CA 94612
Email: Aaron.Coleman@acgov.org
Phone: 510.272.6814

7. Potential Bidders are strongly encouraged to attend networking/Bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/Bidders Conference will be added to the Vendor Bid List. Failure to participate in a networking/Bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/Bidders conference is highly recommended but is not mandatory.

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

H. EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience in (deferred compensation plan) services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the GSA-Procurement Department only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible Bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the Bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria.

The County may award a contract of higher qualitative competence over the lowest-priced response.

The basic information that each section should contain is specified below. These specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of Bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria and scored on the zero-to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is 550 points, including the possible 50 points for local and small, local, and emerging, or local preference points (maximum 10% of final score).

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of Bidders that will continue to the final stage of oral interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references and oral interview.

If the two-stage approach is used, the three Bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral interview. Only the Bidders meeting the short-list criteria will proceed to the next stage. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the short-list participants; however, the preliminary scores at that time will not be communicated to Bidders.

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

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

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	<p>Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
	<p>Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of federally debarred, suspended or other excluded parties located at www.sam.gov.</p>	Pass/Fail
B.	<p>Stable Value Option: In each area described below, an evaluation will be made of the probability of success of and risks associated with the proposal response:</p> <ol style="list-style-type: none"> 1. Safety of assets 2. Rate of return net of fees (current and historical) 3. Fees, costs and revenue share 4. Portfolio allocation 	15 Points
C.	<p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each Bidder's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); 3. Affordability (i.e., the ability of the County to finance services); and 4. Cost to Alameda County and plan participants. 	25 Points

	Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.	
D.	Implementation Plan and Schedule (Transition Plan & Timeline): An evaluation will be made of the likelihood that Bidder's implementation plan and schedule will meet the County's requirements.	10 Points
E.	Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below: 1. Do the individuals assigned to the project have experience on similar projects? 2. Qualifications and experience of the personnel that the respondent proposes to assign to Alameda County's Plan, both during the transition phase and for ongoing day-to-day operations	20 Points
F.	References (See Exhibit A – Bid Response Packet)	5 Points
G.	Questionnaire (See Exhibit D – Mandatory) / Financial Sufficiency	Pass/Fail
H.	Oral Interview: The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder's proposal. The scoring may be revised based on the oral interview.	5 Points
I.	Understanding of the Project (Overall Quality): Proposals will be evaluated against the RFP specifications and the questions below: 1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the proposer identified pertinent issues and potential problems related to the project? 3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide? 4. Has the proposer demonstrated that it understands the	20 Points

County's time schedule and can meet it?		
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	<i>Local Preference:</i> Points equaling five percent of Bidder's total score, for the above Evaluation Criteria, will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%
	<i>Small and Local or Emerging and Local Preference:</i> Points equaling five percent of Bidder's total score, for the above Evaluation Criteria, will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%

I. **CONTRACT EVALUATION AND ASSESSMENT**

During the initial 60-day period of any contract which may be awarded to Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

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

1. Contractor has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. Contractor shall be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

J. **NOTICE OF INTENT TO AWARD**

1. At the conclusion of the RFP response evaluation process (Evaluation Process), all Bidders will be notified in writing by email, fax or U.S. Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award.

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

- a. The name of the Bidder being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP response Evaluation Process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
 3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

K. BID PROTEST/APPEALS PROCESS

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

1. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the County's GSA–Office of Acquisition Policy, Attn: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Email: GSA-BidProtests@acgov.org, before 5:00 PM of the fifth (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A bid protest received after 5:00 p.m. Pacific is considered received as of the next business day
 - a. The bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The County Agency/Department will notify all Bidders of the protest as soon as possible.

2. Upon receipt of written protest, GSA-Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA-Office of Acquisition Policy may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date.

The decision will be communicated by email, fax or U.S. Postal Service mail, and will inform the Bidder whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the bid.

3. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. Pacific is considered received as of the next business day. An appeal received after the fifth (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
 - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the bid or, where appropriate, County contracting policies or other laws and regulations.

- c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest
 - e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Bidder whose bid is the subject of the bid protest, and all Bidders affected by the decision.
4. The County will complete the bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor or GSA.
 5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be three years.
2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and

substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked Bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.

3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP/Q at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
4. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same. Limits contract term to five years; exceptions must be approved by GSA Administration. The default is now for a single two-year extension, but this may be modified with Senior/Manager's approval.

M. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
4. All prices quoted shall be in United States dollars and "whole cent", no cent fractions shall be used. There are no exceptions.
5. Price quotes shall include any and all payment incentives available to the County.
6. Bidder shall include a quote of time and materials and schedule of fees for additional work outside the scope of work requested in the bid form.
7. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit

price and an extension.

8. Federal and state minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

N. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the Bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Bidder with the lowest price.
3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.

As a result of the County's commitment to advance the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.**

These requirements can be found online at <http://acgov.org/auditor/sleb/overview.htm>.

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 523930.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business' appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
5. Any proposal/bids that contain false or misleading information may be disqualified by the County.
6. The County reserves the right to award to a single or multiple Contractors.
7. The County has the right to decline to award this contract or any part thereof for any reason.
8. Board approval to award a contract is required.
9. A contract must be negotiated, finalized and signed by the recommended awardee prior to Board approval.
10. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template online at:
<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>.
The template contains minimal Agreement boilerplate language only.
11. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

O. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

P. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract and products offered and be able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards and work with the County of Alameda Treasurer Tax-Collector to ensure that established standards are adhered to.

IV. INSTRUCTIONS TO BIDDERS

Q. COUNTY CONTACTS

Treasurer-Tax Collector is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement Department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of Bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via email, by **June 2, 2022, by 5:00 PM** Pacific on to:

Aaron Coleman, Deferred Compensation Manager
Treasurer-Tax Collector's Office
1221 Oak Street, Room 131
Oakland, CA 94612
Email: Aaron.Coleman@acgov.org
Phone: (510) 272-6814

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

R. SUBMITTAL OF BIDS

1. All bids must be completed and successfully uploaded through Alameda County Strategic Sourcing Supplier Portal by 2:00 p.m. Pacific on the due date specified in the Calendar of Events. Technical difficulties in downloading/submitting documents through the Alameda County Strategic Sourcing Supplier Portal shall not extend the due date and time.
2. All costs required for the preparation and submission of a bid shall be borne by Bidder.

3. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
4. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the intended awardee named in the Recommendation to Award/Non-Award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the Recommendation to Award and entering into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent Recommend to Award/Non-Award notification(s), which will include the name of the Bidder to be recommended for award of this project. In addition, award information will be posted on the County’s Contracting Opportunities website mentioned above.
5. Each bid received, with the name of the Bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or Contract, be open to public inspection.
6. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
7. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
8. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract documents. Bidder

further certifies that it is regularly engaged in the general class and type of work called for in the Bid documents.

9. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
10. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

S. RESPONSE FORMAT

1. Bid responses must be submitted online through Alameda County Strategic Sourcing Supplier Portal.
2. Bid responses are to be straightforward, clear, concise and specific to the information requested.
3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
4. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.



EXHIBIT A

BID RESPONSE PACKET

RFP No. 202201 – County of Alameda Deferred Compensation/Deferred Contribution Plan

To: The County of Alameda

From: _____

(Official Name of Bidder)

- **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred). THE ELECTRONIC COPY MUST HAVE ALL APPROPRIATE PAGES SIGNED**
- **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED via DeferredCompensation@acgov.org AS PDF ATTACHMENT(S) IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
- **ALL NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP DOCUMENT AND AS SPECIFIED IN THE STRATEGIC SOURCING SUPPLIER PORTAL EVENT**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP/Q, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the <RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 202201 – Alameda County Deferred Compensation Plan.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all Addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - **Debarment / Suspension Policy**
[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]
 - **Iran Contracting Act (ICA) of 2010**
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
 - **General Environmental Requirements**
[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]
 - **Small Local Emerging Business Program**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - **First Source**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
 - **Online Contract Compliance System**
[<http://acgov.org/auditor/sleb/elation.htm>]
 - **General Requirements**
[<http://www.acgov.org/gsa/departments/purchasing/policy/genregs.htm>]
 - **Proprietary and Confidential Information**
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]
6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.

7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.
10. The undersigned acknowledges **ONE** of the following (please check only one box):
- Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
 - Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the SLEB PARTNERING INFORMATION SHEET); **OR**
 - Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Bidder: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Non-Profit / Church

Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

BID FORM

Online Bid Process

<https://ezsourcing.acgov.org/psp/SS/SUPPLIER/ERP/h/?tab=DEFAULT>

COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

Quantities listed on Alameda County **Strategic Sourcing Supplier Portal** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

By submission through the Alameda County DeferredCompensation@acgov.org. Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County **Deferred Compensation Portal** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Service with Representatives Providing Only Participant Guidance	Asset Based Fee (proposer)	Assets	Total Annual Cost
Recordkeeping & Administration for 457(b) and 401(a)	0.00%	\$1,000,000,000	\$ -
Employee Education & Advice (80 hours per week)	0.00%	\$1,000,000,000	\$ -
Total Fee			\$ -

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.) and attached it as PDF file(s) to their online bid submissions through Strategic Sourcing Supplier Portal.

- 1. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers.
- 2. **Letter of Transmittal:** Bid responses shall include a description of Bidder’s capabilities and approach in providing its services to the County and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three pages in length and should be easily understood.
- 3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.
 - (a) **Bidder Information and Acceptance:**
 - (1) Every Bidder must select one choice under Item 10 of page 3 of Exhibit A and must fill out, submit a signed page 4 of Exhibit A.
 - (b) **SLEB Partnering Information Sheet:**
 - (1) Every bidder must fill out and submit a signed SLEB Partnering Information Sheet, (found on page 10 of Exhibit A) indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.
 - (c) **References:**
 - (1) Bidders must use the templates on pages 11-12 of this Exhibit A – Bid Response Packet to provide references.
 - (2) Bidders are to provide a list of 3 current and 3 former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
 - Bidders must verify the contact information for all references provided is current and valid.

- Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
- (3) The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

(d) **Exceptions, Clarifications, Amendments:**

- (1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on page 13 of this Exhibit A – Bid Response Packet.
- (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

4. **Key Personnel:** Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:

- (a) The person's relationship with Bidder, including job title and years of employment with Bidder;
- (b) The role that the person will play in connection with the RFP;
- (c) Address, telephone, fax numbers, and e-mail address;
- (d) Person's educational background; and
- (e) Person's relevant experience, certifications, and/or merits.

5. **Description of the Proposed Services:** Bid response shall include a description of the terms and conditions of services to be provided during the contract term. The description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

6. **Implementation Plan and Schedule:** The bid response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include a County Acceptance Test Plan (ATP). In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the final equipment/system and/or services.

- 7. Mandatory Questionnaire – Exhibit D:** To respond to the Request for Proposals (RFP) for a Deferred Compensation/Deferred Contribution Plan, all of the questions in this application **MUST** be completed. This completed supplemental Application must be submitted along with this RFP on **June 27, 2022 no later than 2 PM.**



SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

RFP No. 202201 – Alameda County Deferred Compensation/Deferred Contribution Plan

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP/Q, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

<input type="checkbox"/> BIDDER IS A CERTIFIED SLEB (sign at bottom of page)				
SLEB	BIDDER	Business	Name: _____	
_____	_____	SLEB	Certification	#:
_____	_____	SLEB Certification	Expiration	Date: _____

<input type="checkbox"/> BIDDER IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT % WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____				
SLEB	Subcontractor	Business	Name: _____	
_____	_____	SLEB	Certification	#:
_____	_____	SLEB Certification	Expiration	Date: _____
SLEB Certification Status:	Small /	Emerging		
NAICS	Codes	Included	in	Certification: _____
SLEB Subcontractor Principal Name: _____				

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature: _____ Date: _____



CURRENT REFERENCES

RFP No. 202201- Alameda County Deferred Compensation /Deferred Contribution Plan

Bidder Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



FORMER REFERENCES

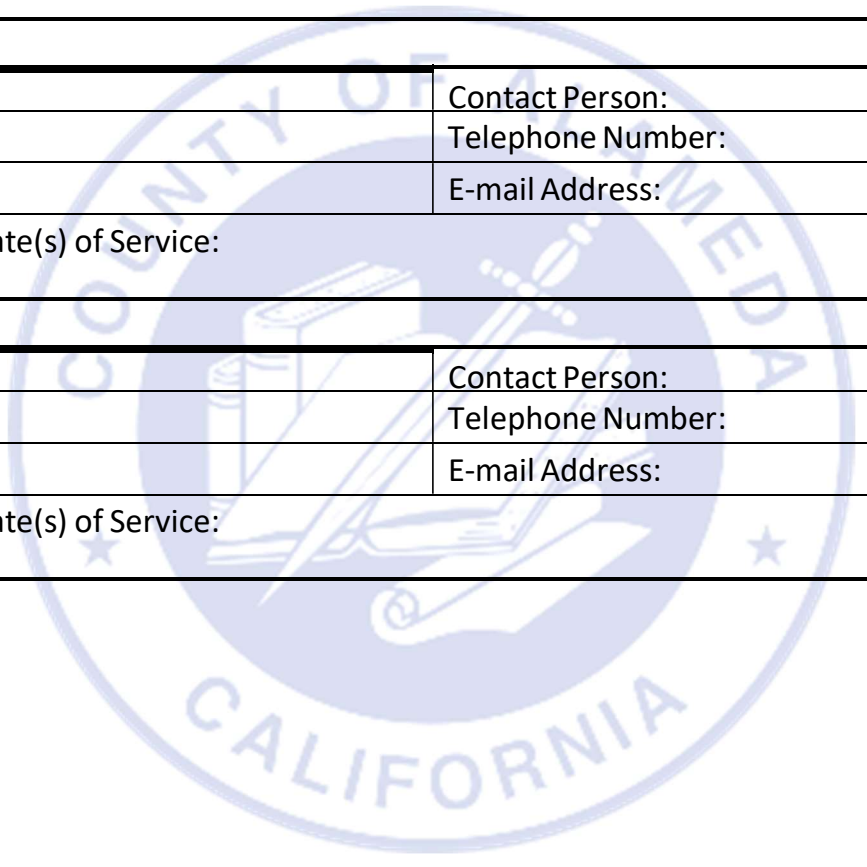
RFP No. 202201 – Alameda County Deferred Compensation Plan

Bidder Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	





EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. 202201 – Alameda County Deferred Compensation/Deferred Contribution Plan

Bidder Name: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFP/Q and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Vendor takes exception to...</i>

*Print additional pages as necessary

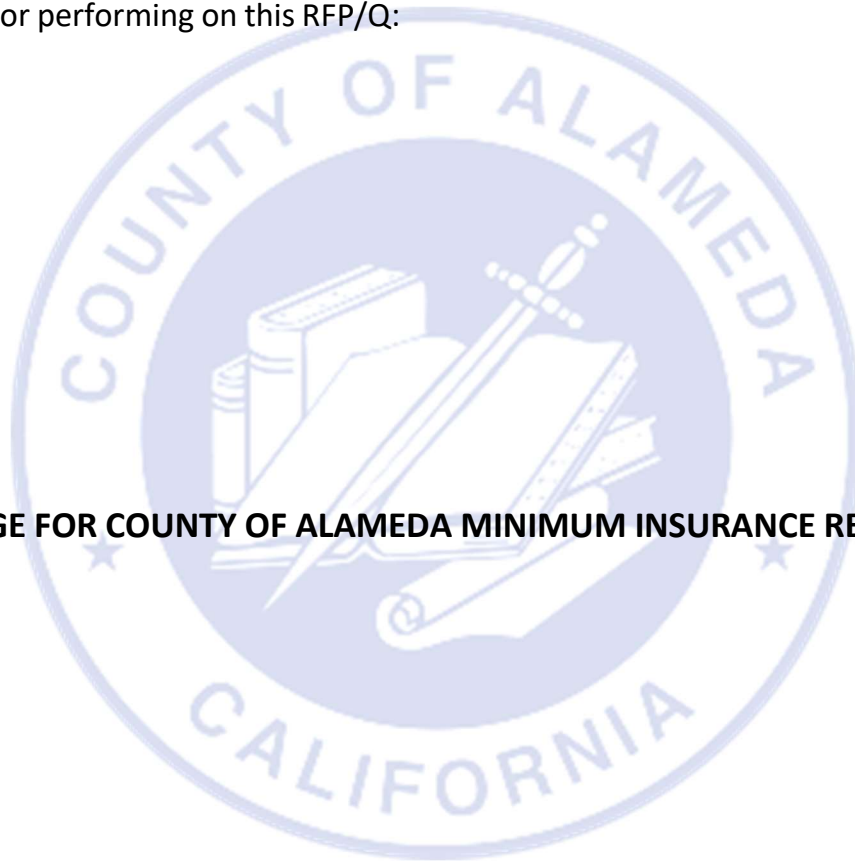


EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP/Q:



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

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 0413. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 0413. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

Certificate C-2C with EO Page 1 of 1 (Rev. 3/24/15)



EXHIBIT C

VENDOR BID LIST

RFP/Q No. 202201 – Alameda County Deferred Compensation / Deferred Contribution Plan

Below is the Vendor Bid List for this project consisting of vendors who have been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program:

<http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm>.

RFP No. 202201 ALAMEDA COUNTY DEFERRED COMPENSATION & DEFERRED CONTRIBUTION PLANS						
Business Name	Contact Name	Phone	Address	City	ST	Email
Empower Retirement	Julie Klassen	949-794-6046	333 Michelson, Ste 820A	Irvine	CA	julie.klassen@empower.com
Voya Financial	M. Bishop Bastien	916-774-7595	3017 Douglas Blvd, Ste 300	Roseville	CA	bishop.bastien@voya.com
Nationwide	Steve Ebert	614-595-2074	10 West Nationwide Blvd	Columbus	OH	steve.ebert@nationwide.com
MissionSquare	Dayla Cabeza de Vaca	209-962-4600	777 North Square Street, NE	Washington	DC	DCabezadeVaca@missionsq.org
Lincoln Financial	Greg Holgate	484-885-7882	150 N. Radnor-Chester Rd	Radnor	PA	gregg.holgate@lfg.com
AIG	Chris Somers	707-346-7110	2000 Powell St., Suite 820	Emeryville	CA	christopher.somers@aig.com



EXHIBIT D

RFP 202201 QUESTIONNAIRE

MANDATORY PASS/FAIL

To respond to the Request for Proposals (RFP) for Deferred Compensation/Deferred Contribution Plans, please answer all of the questions in this Application. This completed supplemental Application must be submitted along with this RFP by **no later than 2:00 PM Pacific on June 27th**.

I. RFP Questionnaire

Please provide detailed responses to each of the following:

1. Firm Profile

- a. Respondents to this RFP are required to include with their submission to this RFP a full and complete firm profile, which must include but not be limited to: the date of establishment, mission statement, type and confirmation of firm's legal entity form, firm's organizational structure/chart, principals' names and titles, firm size in relation to industry, number of employees, firm history, financial position, and all relevant current and past experience on similar projects, including the firm's overall experience for the provision of public sector 457(b) and 401(a) plan recordkeeping, administration and employee education services. A copy of the firm's most recent audited financial statement must be included as well.
- b. Are you currently involved in any unresolved litigation or the subject of pending or threatened litigation? If so, please provide information regarding the basis for the litigation. Has your firm been involved in litigation within the last five (5) years arising out of your performance or participation in a 457(b) or 401(a) defined contribution plan(s)? If so, please describe.
- c. Has your firm been cited, reprimanded or threatened with citation by any state or federal regulators for violations of any laws or impending regulations within the last five (5) years? If so, please describe.
- d. Has your firm (or any of its principals) currently, or in the last five (5) years, been the subject of any litigation, investigation or proceeding before or by an arbitrator or governmental authority involving: (1) your firm's default or claims of breach by a governmental authority or failure to perform services in accordance with the terms of one or more agreements with governmental authorities; (2) conviction of a criminal offense, including but not limited to

fraud, embezzlement or dishonest acts with respect to obtaining, attempting to obtain, or performing a transaction or contract for a governmental authority or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property; (3) violation of federal or state antitrust statutes relating to the submission of offers or proposals or the commission of any unfair trade practices; (4) tax and securities law violations, including fraud and delinquency; (5) ethics, conflict of interest, corrupt practice, and campaign contributions violations; (6) breach of duty of good faith and fair dealing; (7) violation of the U.S.A. Patriot Act provisions pertaining to business practices; or (8) sexual harassment? If so, please explain.

- e. In the past five (5) years, has your firm had: i) a license to do business; ii) an agent/broker license; or iii) any other license denied, revoked or suspended? If so, describe.
- f. Has your firm ever been involved in any settlements regarding its compliance services for failure to calculate or inaccurate calculations on any compliance limits?
- g. Describe any pending agreements to merge, sell or move your firm to a new location.
- h. If applicable, detail your firm's credit ratings (A.M. Best, Fitch, Moody's, and Standard & Poor's) for each of the last five (5) years starting with the current year. Have there been any upgrades or downgrades of your credit ratings in the past two (2) years? If so, please explain.
- i. Relating to local presence, do you have offices or personnel in Alameda County? If so, how many employees do you have at your County location(s)? Does your firm participate in civic or charitable activities in the County of Alameda? If so, please summarize and include any planned changes to your presence in the County.
- j. Describe five at least five (5) plans of similar size and demographics as the County Plans that you currently administer or have had experience administering.

2. Recordkeeping and Administration

- a. Systems Maintenance and Remittance Procedures
 - i. When was the most recent independent quality control audit of your recordkeeping system performed? Please provide a copy of auditors' most recent Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization.
 - ii. Please detail the most efficient way for the County to remit participant data and contributions to your firm. Are there any other options? If so, please describe.

- iii. Briefly describe how your system processes, and how you administer:
- Eligibility determination
 - Enrollments
 - Vesting
 - Sending enrollment materials to participants
 - Assignment of PIN numbers and distribution of numbers
 - Employee and employer contributions
 - Investment election and contribution rate changes
 - Qualified Domestic Relations Orders (QDROs)
 - Rollovers from other plans
 - Final distributions
 - Beneficiary tracking and changes
 - Compliance with 401(a)(9) minimum distribution requirements
 - Hardship distributions
- iv. Do you provide beneficiary forms at time of enrollment as well as beneficiary change forms should a participant decide to change beneficiary? Do you track and retain beneficiary data for the Plans? Is a participant able to elect/change a beneficiary online? Are there any efforts made to capture beneficiary information from the prior recordkeeper?
- v. Please describe how your system processes comply with the Internal Revenue Code and IRS regulations that apply.
- vi. What is your turnaround time for processing and mailing checks for participant termination requests?
- vii. Will you approve Qualified Domestic Relations Orders (QDROs)?
- viii. Describe your backup and disaster recovery plans. Have these procedures been tested? Are the files archived and stored at a location offsite? How often are files backed up? If your software was lost, is the raw data accessible to standard queries?
- ix. With your full-service recordkeeping and administration, what administrative activities must the County still perform?
- x. Should the County so desire, are you able to provide a single statement for the 401(a) and 457(b) plans?

b. Compliance

- i. Does your firm prompt or remind newly eligible participants that they are eligible for catch-up elections, or must they notify you? If not, why? What controls are in place to assure the maximum catch-ups are not exceeded?
- ii. Please explain how you coordinate between the multiple plans to ensure compliance with each plan's regulatory and compliance requirements?
- iii. What correction procedures does your firm employ should participants exceed IRS limits? Alternatively, if 415 limits are exceeded? Please describe in detail.
- iv. Does your firm's system track cumulative contributions on all of the plans?
- v. Do you have a standard contract for the plan sponsor? Do you have a proposed contract for this engagement? Please provide copies of the sample contract and copies of any other documentation the County would be asked to sign.
- vi. Please provide copies of a sample fee disclosure statement you provide the plan sponsor and the participants, and describe how frequently you distribute such statements.

3. Investment Platform

- a. Do you offer an open-architecture mutual fund platform? How many funds are currently on your platform? What limitations are there for making new funds available? Are there limitations as a result of plan type (401(a) and 457(b))?
- b. Are there any restrictions on fund selection or requirements to use proprietary products? If so, please describe in detail.
- c. Can you provide full fee transparency and fee levelization? Please describe how you assess fees to plan participants. How is revenue sharing returned to the plan under your proposal?
- d. Do you offer managed account services? If so, please describe in detail, including all fees.
- e. Are you able to offer a Self-Directed Brokerage Account (SDBA)? If so, describe who that is through, description of what is available through the SDBA, as well as any limits or restrictions associated with the SDBA Account. Also outline fees associated with the SDBA.
- f. Do you offer static model portfolios? If so, how many are allowed? Please describe your model portfolio design and how the asset allocation of these models are selected, developed and maintained. Are there additional costs for model portfolios or the designing of these model portfolios?

- g. Have there been any written complaints filed against any of your firm’s representatives, either active or terminated (whether involved with investments or with any other services requested in this RFP) within the past five (5) years? If so, please describe.
- h. Do you provide all required tax data and compliance for plan distributions? How are withheld taxes processed for payment? Can you perform state tax withholding? Are tax statements issued?
- i. Stable Value/GIA Fund Only
 - i. Please describe the type of stable value option you are proposing (stable value, general account, custom separate account, etc.).
 - ii. On what basis is interest credited to this option (portfolio, new money, other)?
 - iii. Do you guarantee the current rate on new deposits? If yes, for what period of time? Is this rate guarantee contractual? Is there a principal guarantee?
 - iv. If interest on new deposits is credited on a new money basis, describe the method used for crediting interest to old money (i.e., banded [different rates credited to different cells or buckets], pooled [portfolio interest credited], or other)?
 - v. Do you guarantee the rate credited to old money? If yes, for what period of time?
 - vi. Is interest credited/compounded daily?
 - vii. Provide a five (5)-year history of credited rates by quarter. If a single portfolio rate is not used, provide new and old money rates by quarter for the period. Define how assets are distributed between the new and old money rates.
 - viii. Complete the following table as of 12/31/2021, using net returns to participants:

4Q 2021	1-Year 2021	3-Year Return	5-Year Return

- ix. Do you offer any additional rate or principal guarantees? Please detail.
- x. Please identify all plan-level and participant-level liquidity restrictions.
- xi. Please disclose how you determine the market-to-book value for all stable value or GIA products proposed.
- xii. Do inactive accounts receive the same interest rates as credited to active accounts?

- xiii. What are the internal fees associated with the stable value fund?
- xiv. What is the methodology or crediting formula utilized to determine the stable value and GIA credit interest rate?
- xv. Provide detail regarding the credit quality and duration to maturity of the fund's holdings.
- xvi. How do you monitor and manage the portfolio's credit and interest rate risk?

4. Interactive Participant Service

a. Internet Capabilities

- i. Do you offer online access at both the plan sponsor and participant levels? If so, provide demonstration links and passwords.
- ii. What information can the plan sponsor access?
- iii. What information can participants access?
- iv. How frequently is investment performance information refreshed for your funds (e.g., daily, monthly, quarterly, annually)? Outside funds?
- v. Do you have backup procedures in the event your server goes down during extreme market conditions? Please explain.
- vi. What security protocols and guarantees are in place?
- vii. Describe any policies your firm has implemented to mitigate the risk of loss from a cybersecurity breach or exploit? Have you had a breach where participants have incurred a loss that was not made whole by you?
- viii. What online tools are available to participants to assist in asset allocation, retirement planning and retirement readiness? Please provide a link to these tools.
- ix. Does your website offer investment education, guidance or advice? If so, please describe.
- x. How many times has your website experienced downtimes over the past two (2) years? How was this communicated to the plan sponsor?
- xi. Can participants view, elect and change beneficiaries online? Are they able to access beneficiary change forms online?

- xii. What makes your website unique from those of your competitors?
- xiii. What additional interactive services/software are provided (directly and online)? Please describe your capabilities and any related costs.
- xiv. Is your website compatible with mobile devices such as smartphones? If so, is all functionality of the website available or are there limitations when using a mobile device? Describe in detail all features, services, tools and capabilities available through mobile devices.
- xv. Does the participant and employer site allow for segmentation between the 401(a) and 457(b) plans?
- xvi. Should the County desire to coordinate information with our Defined Benefit Plan, what type of tools, reporting and technology is available through your firm to provide such coordination? Do you have experience doing so?
- xvii. Do any of your tools, reporting and technology provide information or coordination with Social Security Benefits available to participants?

b. Call Center

- i. Does your firm offer live administrator support? If so, do you record calls?
- ii. What is the toll-free number participants can call to reach a representative?
- iii. What are the days and hours of availability for telephone account service representatives? Describe the training received by the representatives.
- iv. What is the capacity of your call center? How many representatives are available to participants at busy times? What is your average response time to participant calls? How do you manage capacity during periods of extreme market volatility?
- v. Will the same call center handle the 401(a) and 457(b) plans? Will the service center phone number be the same for both plans?
- vi. Will the County have its own toll-free service center phone number?
- vii. Is your call center outsourced to a third party? What is the location of your call center(s) that our participants will be utilizing?
- viii. Is your call center equipped to handle non-English speaking callers? Please describe what language services are available through your service center.

5. Project Team and Implementation Approach

- a. Please provide a sample timeline of activities. Describe who will be involved in each step and how this process will be managed.
- b. If your firm is selected, who will be the account manager for the 401(a) and 457(b) plans both during the transition and on an ongoing basis?
- c. What has been your firm's historical turnover of account representatives managing clients like the County?
- d. How many accounts does the typical case manager handle at one time?

6. Quality and Performance Standards

- a. How do you measure overall client satisfaction? How will you report satisfaction levels to the County?
- b. Describe your process to resolve customer complaints. How do you measure superior service?
- c. Given the large number of available 401(a) and 457(b) providers, what makes your program unique?

7. Transition Plan

In the event of any termination of the firm's services, the County expects that an orderly transition will occur to a succeeding service provider. With regards to such transition-out:

- a. Please describe your overall commitment to perform a transition of plan assets and administrator information to a new vendor in the event that the County elects to terminate its contract with your firm and engage a new provider. Please describe the fees, if any, for transition services following a decision by the County to terminate services.
- b. What steps does your firm take to ensure the timeliness and accuracy of a transfer of data and other information during a transition? In the event of a transition that does not occur according to an agreed-upon plan, will your firm take responsibility for any and all economic losses to participants and sponsor?
- c. Please describe your transition-out plan for participant records, plan-level administrative records, contributions, and redemptions capabilities, etc. Provide estimates for the length of time for the transition and for man-hours required from the County. Provide a draft transition plan.

- d. In your response, please confirm your understanding of and commitment to service the County transition and continuity needs as expressed in this section and as follows:

Transition on Commencement of Contract

The 401(a) and 457(b) recordkeeping, administration and employee education services provider selected by the County shall assume full services in accordance with a contract executed by the parties. Service provider shall coordinate and cooperate with the County's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

Transition and Continuity of Service upon Expiration of Contract

Continuity of services is necessary to the County. The 401(a) and 457(b) recordkeeping, administration and employee education services provider selected by the County agrees to this philosophy and upon expiration of contract agrees:

- To exercise its best efforts and cooperation for an orderly and efficient transition of 401(a) and 457(b) recordkeeping, administration and employee education services to another service provider or to the County.
- To negotiate a plan in good faith with the successor to determine the nature and extent of the phase-in and phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by the County. The existing 401(a) and 457(b) recordkeeping, administration and employee education services provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the services called for in the contract are maintained at the required level of need and proficiency.
- All County property (including but not limited to participant and County system records, equipment, facilities and materials) shall be returned to the County upon termination of the contract.

8. Ongoing Employee Services: Financial Wellness – Education, Guidance, and Advice

- a. Describe the individual consultations your representatives will provide onsite. Describe the software your representatives use to work with participants during consultations.
- b. Describe the onsite group education you will provide on an ongoing basis. What specific subjects are covered in your program?
- c. Please cite your track record in getting new employees to join and additional existing employees to participate/increase participation in defined contribution plans.
- d. Briefly describe how you encourage new employees to join the plan and how you assist participants nearing retirement.

- e. How is your approach to educating public sector employees different from your service for private sector plans?
- f. How much time will representatives dedicate onsite to serve our plans? In an average month, how many educational seminars and individual consultations are you proposing?
- g. Are your representatives salaried employees, and how are they compensated? If applicable, what percent of their total compensation is salary and what percent is bonus/commission? Is their compensation affected in any way by participant investment or disbursement decisions? Do your representatives receive any additional compensation for the sale of annuities or life insurance to participants?
- h. Can your representatives provide guidance and advice at the participant level? Is there a pricing difference in the event the County requires your representatives to provide participant advice and act as a fiduciary for the advice given? Please explain how you would provide advice to employees if required to do so.

Service Representatives - The County has requested 80 hours per week of service provided to our active and retired employee base. We would like that to include two full days per week (16 hours) in our Hayward facility as well as three days per week (24 hours) in our Oakland facility. Office space will be provided. The remaining 40 hours per week should be committed to group employee education seminars.

- i. Provide samples of all 401(a) and 457(b) employee enrollment and communications materials.

9. References

References must be from entities similar in size to the County, for whom the offeror is providing or has provided 401(a) and/or 457(b) recordkeeping, administration and employee education services.

Former references must be from similar governmental clients. Include all information requested, including reason for discontinuance.

10. Added Value

Respondents are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to the County. Attach and label as "ADDED VALUE."

II. Fee Proposal

The County is seeking fully disclosed level-fee pricing.

- a. What is your fixed fee, asset-based fee or per-participant fee to provide the services requested in this proposal? If there is a different fee utilizing your stable value/GIA offering vs. a stable value/GIA offering of the County's choice, please distinguish the two separate fees. In the event we determine it is best to have different fees for each plan (under a single-recordkeeper model), please provide a single price for all plans and a price for each of the 401(a) and 457(b) plans. We are also requesting one set of pricing if your service representatives provide only guidance and a second set if your service representatives provide both guidance and advice. The County will determine which model they desire. Bidders can offer multiple pricing scenarios, and bidders also can offer tiered pricing levels based on plan assets.

Service with Representatives Providing Only Participant Guidance	Fee with Proprietary Stable Value/GIA (\$ or %)	Fee with No Proprietary Stable Value/GIA (\$ or %)
Recordkeeping & Administration for 401(a) and 457(b) Plans		
Employee Education & Advice (80 hours per week)		
Total Fee		

- b. Confirm that you are able to assess any charges requested by the County for plan-related expenses other than those provided by your firm (County plan expenses, legal, advisory services, auditing services, etc.). Please describe your processes for incorporating these expenses.
- c. Please provide a detailed fee proposal that fully itemizes all fees NOT included in your base fee (in Item a above), including but not limited to the following. Note: Fees not disclosed in your response may not be assessed.
 - i. Setup fees
 - ii. Conversion fees
 - iii. Charges for plan administration
 - iv. Charges for moving assets from one fund to another
 - v. Cost to provide plan documents, update documents
 - vi. Rollover and distribution fees
 - vii. All investment-related fees
 - viii. Cost of transition services on inception and upon termination of services
 - ix. If you have the capability of offering participants access to a registered investment adviser, the details and the fees for that service

