March 1st, 2022

REQUEST FOR PROPOSAL

Enterprise Contract Lifecycle Management Software Solution

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LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATIONREQUEST FOR PROPOSAL (RFP) ENTERPRISE CONTRACT LIFECYCLE MANAGEMENT SOFTWARE SOLUTION
January 5, 2022

1. INTRODUCTION

A. Purpose of Request

The Los Angeles County Employees Retirement Association (LACERA), a $70 billion public pension fund, is seeking proposals from qualified companies to provide an Enterprise Contract Lifecycle Management Software Solution. LACERA invites qualified companies to respond to this RFP (Respondent).

B. Background Information

LACERA is a tax-qualified defined benefit public pension fund established to administer retirement, disability, and death benefits for the employees of the County of Los Angeles and other participating agencies pursuant to the County Employees Retirement Law of 1937 (CERL) (California Government Code Section 31450, et seq.), the California Public Employees' Pension Reform Act of 2013 (PEPRA) (California Government Code Section 7522, et seq.), LACERA's Bylaws and Board Policies, and other applicable California law. LACERA also administers the County's medical and dental retiree health benefits program.

LACERA operates as an independent governmental entity separate and distinct from Los Angeles County and the other participating agencies. LACERA has approximately 186,300 members and payees, including 100,000 active members, 16,600 deferred and inactive members that are eligible for future retirement benefits, 60,200 retired members, and 9,500 survivors. About 56,000 retired members and survivors take part in the medical and dental retiree healthcare programs. In addition to benefits administration, the fund invests in assets to support payment of the promised pension benefits as well as additional sums to support the retiree healthcare program.

The Respondent(s) selected through this RFP process will be recommended to LACERA's Board of Retirement (BOR) for final selection and approval. The BOR has responsibility over administration of pension and healthcare benefits and other fund administrative issues. The BOR comprises four Trustees elected by the general, safety, and retired members, four Trustees appointed by the County's Board of Supervisors, and the sitting County Treasurer and Tax Collector as an ex officio Trustee. The BOR also has two alternate Trustees, one elected by safety members, and one elected by retired members.

The Boards and their Trustees have fiduciary duties as defined in Article XVI, Section 17 of the California Constitution and CERL, with duties owed to the plan members and

their beneficiaries taking precedence over any other duties.

LACERA is inviting vendors to submit proposals to implement an Enterprise Contract Lifecycle Management Software Solution that seamlessly integrates with LACERA's ERP System.

2. MINIMUM REQUIREMENTS

A. Project Overview

LACERA is seeking to purchase and implement a software product to improve processes in the creation, drafting, sharing, editing, executing, storing, and managing of all its existing and future service contracts. The ideal solution will facilitate the complete contract lifecycle management. The Enterprise Contract Lifecycle Management Software will be implemented across fifteen LACERA divisions and will support 100 to 200 users.

B. Minimum Qualifications

All respondents must clearly show and document in the proposal the following minimum qualifications:

- Prospective Vendor should have a minimum of five years recent experience developing and implementing Enterprise Contract Lifecycle Management software solutions, including Project Management.
- Prospective Vendor should provide a project manager with a minimum of seven years' experience managing enterprise software implementation for at least 200 users.
- Prospective Vendor should be licensed to do business in California.

C. Scope of Work

The proposed Contract Lifecycle Management Software solution should address or include the following key items:

1. Contract Negotiations and Authoring

Compare versions of the contract and note discrepancies to reduce negotiation time. Online collaborative editing, with comprehensive track changes is essential to eliminate the back-and-forth submission of Word/PDF docs. Authoring environment that is seamlessly integrated with the contract repository, accelerates the contract creation process, enhances the control over its progress, and improves collaboration between stakeholders.

- Library of templates and forms (including "wizards" based on contract type)
- Audit trail of all transactions
- Tracking of progress
- Automated workflow routing with email alerts
- Reminders and notifications to participants
- Role based access and security

- Interface/integration with existing databases and programs (Office365, Adobe Sign)
- External sharing and editing (with track changes) for contract negotiations
- Commenting capability for private comments vs. shared external comments
- Contract version control

2. Contract Approval and Executing

Automatic contract routing to relevant parties for review, approval, and execution, including digital signature. Transparency and quick electronic approval process are essential.

- Routing and approval workflow through various approval authorities
- Reminders and notifications to participants
- Submitting comments upon approval or rejection of a contract
- Electronic (Adobe Sign) or wet-ink signatures
- Automatic send, receive, track, and file executed contracts
- Sending for signing to external counterparties
- Report on approval/signing actions

3. Contract Repository

A central repository for tracking active, amended, and historical contracts as well as associated attachments, documents, and schedules.

- Web/Cloud based, Software as a Service (SaaS)
- Centralized, secure, single-access storage for contracts and related documents.
- Size limitations (and effect on functionality)
- Full-text and keyword search of contracts, attachments, insurance requirements, etc.
- Search by wide range of variables (e.g., vendors, deliverables, milestone dates, etc.).
- Ability to group and filter search results, as well as save search for future use.
- Ability to manage scanned documents as well as native files in any format, including all versions of .doc, .pdf, .ppt, and .xls file types, common image formats.
- Establish links between contracts and related documents, such as contracts and amendments, contracts, and insurance certificates, etc.
- Capable of migrating legacy contracts and attachments

4. Contract Management and Compliance

Contract progress monitoring for all contracted milestones and service delivery. An integrated system that applies business rules to manage contracts should enable Staff to access, analyze, and act on contract-related information efficiently and consistently.

- Alerts, escalations, workflow triggers, based on contract milestones (volume thresholds, payment schedules, expiration dates, due diligence dates, renewal notifications, etc.)
- Reporting on Statement of Work task assignments and completion
- Support for contract financial processes
  - Contract budget monitoring/tracking through integration capability with other systems (i.e., Dynamics GP)
    - Ability to identify budgeted amounts for each contract
    - Ability to monitor payments made to each contract to ensure compliance with the contract/fee schedule.
    - Threshold alerts when contract budget limits have been reached and early warning alerts.
  - Vendor/contract payment inquiry capability
  - Ongoing Vendor Due Diligence
    - Vendor Performance Review
- Obligation capture, compliance tracking, reporting

5. Audit and Reporting

Provide visibility into all contractual relationships across LACERA, with a complete audit trail for every contract. Comprehensive reporting capabilities enable performance assessment and risk analysis while delivering role-based dashboard views tailored for the Contract Administrators, Division Managers, Executive Management, and the Purchasing Agent.

- Dashboards; canned reports; customizable reports (role based); distribution
- Generating reports regarding drafting and negotiation of contracts
- Generating reports on contract progress, risk assessments, compliance rates, and execution milestones
- Generating reports on budgets and board approvals across vendors and projects
- Role-based dashboard views tailored for the Contract Unit, contract administrators, managers, executives, and other stakeholders
- Automated audit trail, including all messages and negotiated document versions
- Ability to create ad hoc reports including individual and group contract reports

6. Security

Provide adequate security and user authentication. It should also allow only authorized users to access the information that is relevant to them.

- Online authentication via a secure login screen
- Encryption on the uploaded files and documents

- Ability to enforce Multi Factor Authentication (MFA)
- Secure web-based access to the contract management environment
- Role-based access to view/update information
- Contracts and related information access restricted to authorized personnel
- Ability to audit status, access, and usage of system resources
- Utilizing software security best practices
- Meet LACERA's internal user access security policy

7. Integration with external services

Ability to integrate with third-party applications.

- Microsoft Office tools (Word, Excel, Access, PowerPoint, and Visio)
- Azure Active Directory Services
- Procurement to Payment Solutions
- Adobe Sign
- Microsoft Dynamics Great Plains
- Microsoft Power BI
- Leading ERP Solutions
- SmartSheet

8. Training and Support
   - Contract migration support
   - Training: web; in-person; materials; ongoing; online manual
   - Helpdesk support (24/7)
   - Implementation planning and support

Other desirables features of the proposed Contract Lifecycle Management Software solution to include:

9. Intent to Contract Approval

Related to contract development, a system that would allow a user to initiate the contract, check for available budget and board approvals, and provide the required information for cross reference and validation before proceeding to the solicitation stage.

- *Services/Goods Description* - The project description explains the reason the project is being proposed and the expected benefit to LACERA
- *Services/Goods Goals* - A goal is defined as broad in scope, highlighting general intentions, with intangible results, and is measurable. The needs assessment should include a description about each goal that supports the organization's needs.
- *Strategic Alignment with LACERA's Mission/ Strategic Plan* - Every project that LACERA enters, should align with the organization's mission. Describe how the proposed project furthers LACERA's mission and how it fits within any applicable strategic priorities or approved plans.
- *Justification for Services/Goods* - Justification is needed as to why the Services/Goods should be implemented. Justification should explain the impact of not entering into a contract for the project.
- *Cost Comparison* - The cost comparison must document the analysis of the cost of performing the Services in-house vs. outsourcing.
- *Forecasting Project Budget and Funding Sources* - An estimated budget that includes the life cycle of the contract. If an estimated budget is not available, a detailed explanation must be provided.

- *Additional Resources Needed for Project* - If additional resources are needed to properly administer the Services, they must be documented in the needs assessment. These resources may include equipment, staff, technology, etc.
- Budget Validation
  - Board Approval Validation
- Routing of contract initiation request through Procurement

3. RFP PROCESS

Proposals must be received by LACERA no later than 5:00 PM(PST) on April 4, 2022. See section E & F for further submission instructions. Proposals received after the deadline will be marked "LATE" and may receive no further consideration

A. RFP Calendar

Item	Date
Release of RFP	03/04/2022
Written questions and additional clarification are due	03/18/2022
Responses to written questions are posted	03/21/2022
Proposals due	04/04/2022
Software Demonstration (start date)	04/21/2022
Vendor selection and notification	05/04/2022

B. RFP Questions and Communication

Except for communications expressly permitted by this RFP, communications by the respondents with LACERA Staff, LACERA Members, or its Boards regarding this RFP are strictly prohibited from the date of this RFP through the date LACERA completes or terminates the RFP process, as publicly disclosed by LACERA. Vendors violating the communications prohibition may be disqualified at LACERA's discretion.

Respondents are strongly encouraged to communicate any questions regarding this RFP. Questions should be sent in writing via email to Michael Dozier at eclmRFP@lacera.com.

All questions received by the due date will be compiled and disseminated to all responding participants at least 3 days before RFP submissions are due. Questions and answers will be posted at lacera.com in the "RFPs" page.

C. Errors in the RFP

If you discover an ambiguity, conflict, discrepancy, omission, or other error in the RFP, immediately notify Michael Dozier. Required modifications or clarifications of the RFP will be made by addenda to the RFP. The clarification will not identify the source of the request.

If a respondent fails to notify LACERA of a known error in the RFP (or one that the respondent reasonably should have known) prior to submission of their proposal, the respondent submits their proposal at their own risk. If awarded a contract under these circumstances, the successful respondent will not be entitled to additional compensation or time due to the error or its later correction.

D. Addenda

LACERA may modify the RFP, prior to the RFP due date, by issuance of an addendum. It will be the responsibility of the respondents to check the internet for addenda to the RFP. The RFP and any addenda can be found at lacera.com in the "RFPs" page.

E. Intent to Respond

If your company chooses to respond to this RFP, please send the Intent to Respond, Exhibit A, via email to eclmRFP@lacera.com by 5:00 p.m. PST, Mar.18, 2022. Failure to send your Intent to Respond may disqualify your company from submitting a response to this RFP.

F. Delivery of Submissions

Submissions (no marketing materials) must be delivered in PDF or Microsoft Word format via email by the RFP due date. Upon submission of a proposal to LACERA, it is deemed that the respondent understands and agrees that such submission of a proposal constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms and conditions contained in this RFP.

Submissions must be sent to:

Celso Templo Jr.
Head of PMO
E-mail: eclmRFP@lacera.com

To the extent applicable, submissions should also include an electronic copy marked "REDACTED". The redacted copy should exclude all material from the proposal that the respondent believes in good faith is exempt from disclosure under the California Public Records Act, (California Government Code section 6250 et seq. the "Act"). Individual redactions should appear as blacked-out material. Large sections, tables, or entire blank page(s) shall include the word "REDACTED" or "PROPRIETARY" inserted. Each respondent must indicate the basis for each redaction under the Act (defined below) with a citation to the code section and subsection relied upon. Please see Section 5 below "Notice to Respondents Regarding the Public Records Act AND RALPH M. BROWN ACT" for further information, including but not limited to LACERA's right to determine, in its sole discretion, whether any information in the response, regardless of how labeled, is subject to public production.

G. Quiet Period

To ensure that prospective Respondents to this RFP have equal access to information about the RFP and communications related to the RFP are consistent and accurate so that the selection process is efficient and fair, a quiet period will be in effect from the date of issuance of this RFP until the selection of one or more respondents is completed and announced.

This RFP and other relevant information related to the RFP, including addenda, modifications, answers to questions, and other updates, will be available to the public at lacera.com. Each respondent to this RFP will be subject to the same terms and conditions and will receive the same information.

During the quiet period, respondents are not allowed to communicate with any LACERA staff member or Board Trustees regarding this RFP except through the point of contact named herein. Respondents violating the quiet period may be disqualified at LACERA's discretion.

Respondents who have existing relationships with LACERA must limit their communications between LACERA staff and Board Trustees to the subject of the existing services provided by them.

H. Evaluation Criteria

Each submission will be evaluated as follows:

Sections	%
Qualifications and Experience	5
Functional and Technical Requirements	50
Fee Proposal	30
Training and Support Category	10
References	5
Total	**100%**

Other considerations for evaluating responses may include:

- Compliance with RFP instructions and format.
- Clarity and completeness of RFP responses.

I. Secondary Quotes

The specifications outlined in this RFP are designed to provide a general framework of the minimum requirements but are not intended to limit the freedom of the respondent to submit alternative proposals that in their judgment, would be beneficial and cost-effective for LACERA. The secondary quote is not a substitute for the primary quote, which must be submitted in accordance with the instructions provided in this RFP. However, the alternate proposal does not have to follow the formatting requirements described in the next section.

J. Selection Process

Proposals received by the deadline will be screened by LACERA staff. The proposals will be narrowed to a number of semi-finalists that may be invited to conduct a software demonstration to the selection team and Executive Management. The software demonstration will be based on each group from the technical requirements. Following any software demonstration(s), independent checking of references and other information which may be available to LACERA; the semifinalists will be screened further to a final selection. LACERA may choose to do a “first cut” in which finalists are chosen to participate in a final evaluation. The final evaluation may include among other things a “best and final offer” by each finalist.

Selection of the contract lifecycle management solution vendor will be made solely by LACERA on criteria determined by LACERA and may not be solely based on the lowest price. Each proposal will be evaluated by a committee who will determine which software best meets the requirements of LACERA and who would provide the best value to LACERA.

4. PROPOSAL REQUIREMENTS

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the submission deadline. Responses to this RFP may be changed or withdrawn in writing if modifications are received prior to the submission deadline. Modification to or withdrawal of a proposal received after the submission deadline will not be considered. Responses received after the specified deadline may be considered for evaluation solely at the discretion of LACERA. In addition, LACERA reserves the right to request more information or clarifications from respondents, or to allow corrections of errors or omissions.

All responses to this RFP should follow the outline of the RFP requirements and should fully respond to each section as appropriate and to all questions in this section of the RFP. Proposals shall be organized with the corresponding numbering of this RFP, include a Table of Contents, and Fee Schedule. Proposals not following these instructions or not including complete information as requested may result in a lower evaluation score or the proposal being declared non-responsive. For each part of the response, restate the RFP item immediately above the response. Pages in the proposal shall be numbered. When asked, please provide details and state all qualifications or exceptions. All information supplied should be concise and relevant to qualifications.

Submittals shall be at least 10-point font, but no larger than 12-point font limited to 25 pages, including Exhibits. Submittals shall address all RFP sections in the same order presented and be responsive to each section. Optional material such as brochures or company information may be included as an attachment but will not be counted as responsive to this RFP and will not be used in scoring.

A. Cover Letter

1. The cover letter (one-page) should identify the Legal business name, address, telephone number, and e-mail address.

2. Include the proposed services, your company's competitive advantage, and reasons why your company should be selected.

3. Clearly state if there are any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Respondents are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.

4. Shall be signed by the individual(s) who is (are) authorized to represent the Company in negotiations with LACERA with respect to the RFP and the subsequently awarded contract.

B. Table of Contents: Table of Contents should list the sections included in the Proposal.

C. Responses to Questions: Provide responses to the following questions:

1. Company Overview:
   Provide an overview of your company including, but not necessarily limited to:

   a) A brief history of your company. Include in your response the year the company was formed and began providing Contract Management Software services.

   b) Whether the company is local, national, or international.

   c) Number of employees.

   d) Number of years the company has been in business under the present name, as well as related prior business names.

   e) Describe the structure and ownership of your company. State whether the company is an individual proprietorship, partnership, limited liability company, corporation, or joint venture.

   f) State all financial interests in other lines of business and/or entities related to service to be provided.

   g) Description of the scope of services the company provides. What are the company's specialties, strengths, and limitations? What distinguishes your company from your competitors?

   h) The name, title, experience, and qualifications of the officers, directors, and owners (if involved in management) of your company.

   i) List and describe any professional relationship your company or any of your staff may have with any member of the LACERA Board of Retirement, LACERA staff, LACERA legal counsel, or LACERA Plan Sponsors. Describe in detail any potential conflicts of interest your company might have with respect to a LACERA account.

For the following set of questions please provide a description or an explanation to

your response. A "Yes/No" only response to the question may have an impact on the overall score.

2. Intent to Contract
   a) Does the application allow for contract initiation? An authorization workflow to start a new contract?
   b) Does the application allow routing of contract initiation requests and approval?
   c) Does the application have the ability to check for available budget and Executive and Board approvals?
   d) Does the application allow for validation before proceeding to the authoring stage?
   e) Does the application have the ability to create a workflow for the entire contracting process?

3. RFP Development and Management
   a) Does the application allow for RFP/RFQ/RFI development?
   b) Does the application have built-in workflows for review and approvals of RFPs?
   c) Can the application manage and track RFP Proposals?
   d) Does the application have the ability to receive and store RFPs from the vendors?
   e) Does the application have a proposal scoring module?

4. Contract Negotiation and Authoring
   a) Does the application have the ability to manage contract negotiations?
   b) Is there a feature that monitors the progress of the negotiation process?
   c) Can the application perform track changes in the system eliminating the back-and-forth submission between LACERA and the vendor?
   d) Is there a way to send reminders and notifications to participants?
   e) Can the application record amendments to the contract?
   f) Does the application Authoring environment that is seamlessly integrated with the contract repository?
   g) Does the application have methods to track progress?
   h) Does the application provide the ability to compare contract iterations side-by-side?
   i) Does the application have the ability to create a library to store preapproved contract templates, clauses, and terms?
   j) Does the application allow for version control?

5. Contact Approval and Executing
   a) Can the application set automatic contract routing to relevant parties for review, approval, and execution including digital signatures?
   b) Does the application support Adobe Sign? Internal and external applications?
   c) Does the application have the ability to send the contract for signing to external counterparties?

6. Contract Repository
   a) Does the application have a repository that is centralized, secure, single-access storage for contracts and related documents?
   b) Can the application manage scanned documents, as well as native files in any format, including all versions of .doc, .pdf, .ppt, and .xls file types, common image formats?
   c) Is the application able to establish links between contracts and related documents, such as contracts and amendments, contracts, SOC-2 reports, insurance certificates, etc.?
   d) Does the application have to ability to perform full-text and keyword search of contracts, attachments, insurance requirements, etc.?
   e) Can the application search by a wide range of variables (e.g., vendors, deliverables, milestone dates, etc.)?

7. Contract Management and Compliance
   a) Can the application set contract business rules to manage and set targets for contract compliance be applied to the application?
   b) Can the application send automatic notifications/reminders regarding contract expiration?
   c) Can the application send automatic reminders/alerts regarding milestones, key dates, performance matrix, etc.?
   d) Does the application have the ability to track invoice payments through integration capability with other systems?
   e) Can the application monitor budget thresholds?
   f) Can the application send contract threshold alerts?

8. Audit and Reporting
   a) Can the application generate reports on contract progress, contract disposition, compliance rates, and execution milestones?
   b) Can the application create dashboards that are tailored for the Contract Administrators, Division Managers, Executive Management, and the Purchasing Agent?
   c) Can the application create ad hoc reports including individual and group contract reports?
   d) Does the application have an automated audit trail of user activity, including all messages and negotiated document versions?
   e) Does the application have the ability to audit the status, access, and usage of system resources?

9. Security and Access
   a) Does the application have authentication via a secure login screen?
   b) Does the system support role-based security (data entry, approver, administrator, read-only)?
   c) Can the application set security rules to contracts and supporting documents to limit or restrict access to unauthorized personnel?

d) Does the company have security certifications for hosted applications (SOC2/3, FedRAMP/Govt Cloud, HIPAA, etc.)?
e) Where is the application hosted? Are there multiple layers of redundancy?

10. Integration with external services
a) Can the application integrate with Microsoft Office tools (Word, Excel, Access, PowerPoint, and Visio)?
b) Can the application integrate with Adobe Sign?
c) Can the application integrate with Great Plains and Dynamics 365?

11. Training and Support
a) Does your company offer training for users and new users? If so, is this service included with the application?
b) Please provide details of the application roll-out process.
c) Does your company offer ongoing technical support?

5. PROJECT DELIVERABLES

A. Project Management

LACERA Project Management Office (PMO) will be leading the Enterprise Contract Lifecycle Management Solution implementation project in collaboration with the Vendor Project Manager who will provide reliable development effort estimates and completion dates. Project execution shall be in Agile-Scrum/Iterative fashion.

B. Project Management Documentation

The Vendor Project Manager shall create and maintain the Project Plan as well as the Project Control Document.

C. Enterprise Contract Lifecycle Management Software Solution

The Vendor shall provide, configure, and customize the solution so that it satisfies the requirements outlined in section 2C for the Enterprise Contract Lifecycle Management software solution.

D. Enterprise Contract Lifecycle Management Architectural Diagram

One of the critical success factors of the project is the integration with LACERA's existing Financial System Great Plains (GP). The Vendor shall work with LACERA's SMEs to determine the integration points of the system. The integration should allow a seamless user experience and the ability of the Enterprise Contract Lifecycle Management Software System to create new contracts as well as display Contract status data. The Vendor shall detail the integration between the Enterprise Contract Lifecycle Management and connecting Administration and Legal systems in an architectural diagram that shows integration points.

E. Executive Overviews

In collaboration with LACERA PMO, the Vendor shall conduct Executive Overviews

to the LACERA Information Technology Coordination Council (ITCC).

F. Systems Integration Testing
The Vendor shall conduct system integration testing for all the functionalities provided in section 2C. Enterprise Contract Lifecycle Management Software Solution.

G. End User Acceptance Testing
The Vendor shall support end user acceptance testing for all the functionalities provided in section 2C. Enterprise Contract Lifecycle Management Software Solution.

H. End User Documentation
The Vendor shall work with LACERA's Subject Matter Experts, Admin Services, End Users, Quality Assurance Division, and Project Management Office to develop user training documentation, quick reference guides, and on-line help files for all LACERA staff members.

I. Performance Testing
The Vendor shall conduct performance testing for all the functionalities provided in section 2C. Enterprise Contract Lifecycle Management Software Solution

J. Multiple solution regions
The Vendor shall establish five distinct regions of the Enterprise Contract Lifecycle Management Software Solution source code, configuration, and data: Development, Quality Assurance, Training, Beta, and Production.

K. Disaster Recovery Plan
In collaboration with LACERA's Business Continuity and Disaster Recovery SMEs, the selected Vendor shall develop a Disaster Recovery strategy utilizing a high availability solution that will minimize downtime if a disruption with LACERA's Enterprise Contract Lifecycle Management Software should occur.

L. Transitional Technical Training
The selected Vendor shall conduct a skillset assessment of LACERA's application development staff members and provide adequate training for any gaps in skills needed to support the new system. The assessment and training should include developers, business analysts, and system administrators.

M. Systems Administration and Operations Manual
The Vendor shall develop system administration and operational procedures.

6. NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT AND THE RALPH M. BROWN ACT

The information submitted in response to this RFP will be subject to public disclosure pursuant to the California Public Records Act (California Government Code Section 6250, et. seq., the "Act"). The Act provides generally that all records relating to a public agency's business are open to public inspection and copying unless specifically exempted under one of several exemptions set forth in the Act. If a respondent believes that any portion of its proposal is exempt from public disclosure or discussion under the Act, the respondent must provide a full explanation and mark such portion "TRADE SECRETS," "CONFIDENTIAL" or "PROPRIETARY," and make it readily separable from the balance of the response. Proposals marked "TRADE SECRETS," "CONFIDENTIAL" or "PROPRIETARY" in their entirety will not be honored, and LACERA will not deny public disclosure of all or any portion of proposals so marked.

By submitting a proposal with material marked "TRADE SECRETS," "CONFIDENTIAL" or "PROPRIETARY," a respondent represents it has a good faith belief that the material is exempt from disclosure under the Act; however, such designations will not necessarily be conclusive, and a respondent may be required to justify in writing why such material should not be disclosed by LACERA under the Act. Fee and pricing proposals are not considered "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY".

If LACERA receives a request pursuant to the Act for materials that a respondent has marked "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY," and if LACERA agrees that the material requested is not subject to disclosure under the Act, LACERA will, if times permits, either notify the respondent so that it can seek a protective order at its own cost and expense, or LACERA will deny disclosure of those materials. LACERA will not be held liable, however, for disclosure of such materials, data, and information or for disclosure of such materials if deemed appropriate in LACERA's sole discretion. LACERA retains the right, in its sole discretion, to disclose all information provided by a respondent, regardless of how such information is labeled.

If LACERA denies public disclosure of any materials designated as "TRADE SECRETS," "CONFIDENTIAL" or "PROPRIETARY", the respondent agrees to reimburse LACERA for, and to indemnify, defend and hold harmless LACERA, its Boards, officers, fiduciaries, staff members, and agents from and against:

1. All claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs,and expenses, including without limitation attorneys' fees, expenses, and court costs of any nature whatsoever (collectively, Claims) arising from or relating to LACERA's non-disclosure of any such designated portions of a proposal; and

2. All Claims arising from or relating to LACERA's public disclosure of any such designated portions of a proposal if LACERA determines disclosure is deemed required by law, or if disclosure is ordered by a court of competent

jurisdiction.

If LACERA staff recommends any respondent to the Boards for hiring, such recommendation, the reasons for the recommendation and the relevant proposal(s) will appear on a publicly posted agenda and in supporting materials for public meetings of the Boards.

Nothing in this RFP requires LACERA to withhold any documents from production under the Act.

7. NOTICE TO RESPONDENTS REGARDING LACERA DATA PROTECTION

LACERA, its consultants, vendors, and contractors have a duty to protect all LACERA data, including without limitation, information related to members and beneficiaries, finances, systems, and operations.

Depending upon the scope of work, the finalist selected through this procurement may have access to sensitive information protected by LACERA's internal policies, state law, and federal law. In such a case, by submitting a proposal, respondent agrees to subject itself to certain contractual terms designed to protect such information, including without limitation cyber liability insurance, SOC-2 reports (or, in the alternative, a Security Controls Report as per **Exhibit B**), systems penetration testing, and HIPAA Business Associate agreements, as the case may be. Respondents shall inform LACERA in their response if they have any limitations to agreeing to such terms. Respondents that do not make reservations shall lose their right to do so at the contracting phase.

8. CONTRACT NEGOTIATIONS

Upon Board approval, staff will enter contract negotiations with the approved Respondent(s). LACERA may end negotiations, at its sole discretion, if it believes a satisfactory agreement cannot be negotiated. LACERA reserves the right to award a contract based upon proposals received; you should not rely upon the opportunity to alter your proposal (e.g., services to be provided, fees, etc.) during contract negotiations.

The final contract must allow LACERA to terminate a) for its convenience, b) if funds are not appropriated for the services to be provided, and c) for default.

The general form of the contract LACERA intends to use for this engagement is attached as **Exhibit C**. By sending a proposal without comment on the general form contract, Respondent agrees to each term in the contract, and will not seek any modifications to the contract. LACERA has the right to change or negotiate contract

terms different than those in **Exhibit C** in our sole discretion.

Respondents are required to clarify, identify, and explain any exception that it desires to take to any of the terms and conditions of this RFP. In addition, a respondent will be deemed to have agreed to each clause in the retainer agreement (and not to seek inclusion of additional clauses), unless the respondent identifies an objection or inclusion, sets forth the basis for the objection or inclusion, and provides substitute language to make the clause acceptable to the respondent or to address an issue the respondent feels is not addressed by the agreement in its response to this RFP. If a satisfactory agreement cannot be negotiated with one or more of the companies, LACERA may, at its sole discretion, terminate such negotiations. LACERA, may then, at its option, initiate fee negotiations with another company, and so on.

At LACERA's discretion. the term of the contract entered under this RFP may be for an initial period of up to five (5) years, beginning from the date of final execution. There may be two (2) one-year extensions under the same terms and conditions at LACERA's option. All contracts may be terminated at LACERA's convenience at any time.

9. RESERVATIONS BY LACERA

In addition to the other provisions of this RFP, LACERA reserves the right to:

- Cancel or modify this RFP, in whole or in part, at any time.

- Make such investigation as it deems necessary to determine the respondent's ability to furnish the required services, and the respondent agrees to furnish all such information for this purpose as LACERA may request.

- Reject the proposal of any respondent who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a timely manner or for any other reason in LACERA's sole discretion.

- Waive irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award.

- Award a contract, if at all, to the company which will provide the best match to the requirements of the RFP and the service needs of LACERA in LACERA's sole discretion, which may not be the proposal offering the lowest fees or achieving the highest score, and to change the terms of the proposed agreement attached as **Exhibit C**.

- Request additional documentation or information from respondents. Requested information may vary by respondent. LACERA may ask questions of any respondent to seek clarification of a proposal or to ensure the respondent understands the scope of the work or other terms of the RFP.

- The right to choose to not enter into an agreement with any of the respondents to this RFP or negotiate for the services described in this RFP with a party that did not submit a proposal.

- Determine the extent, without limitation, to which the services of a successful respondent are or are not actually utilized.

- Defer selection of a winning bidder to a time of LACERA's choosing.

- Consider information about a respondent in addition to the information submitted in the response or interview.

- Add terms and conditions during contract negotiations.

The information that a respondent submits in response to this RFP becomes the exclusive property of LACERA. LACERA will not return any proposal or reimburse proposal preparation expenses.

LACERA shall not be liable for any costs respondents incur in connection with the preparation or submission of a proposal.

EXHIBIT A
INTENT TO RESPOND

If you choose to respond to this RFP, please send this form to eclmRFP@lacera.com via email no later than 5:00 p.m. PDT, March 18, 2022. Failure to send your Intent to Respond may disqualify your firm from submitting a proposal.

LACERA's responses to written requests for clarification or other information will be provided to all Respondents that have submitted an Intent to Respond.

To:	Celso Templo
Co:	LACERA – Systems Division
Phone:	626-564-6000 ext. 4690
Email:	eclmRFP@lacera.com
Re:	Intent to Respond

Our firm intends to submit a response for LACERA's RFP for [Services

Requested].Please send inquiries to the following contact:

Name: _____

Title: _____

Company: _____

Mailing Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

EXHIBIT B
IT SECURITY CONTROLS

If selected through this RFP process respondent shall provide an initial Security Controls Report in the form attached hereto prior to executing an agreement with LACERA. Allsubsequent Security Controls Reports that are required after this first report shall be performedand submitted annually. The questionnaires are to focus on security as it applies to the technologies impacting services provided in relation to the scope of work. If a control is found to be inadequate, respondent will develop a remediation plan within 30 days. Respondent willimplement the plan and inform LACERA of the change within a mutually agreed upon and reasonable time.

The Security Controls Reports shall report in writing on the respondent's system(s) and the suitability of the design and operating effectiveness of controls, information functions, and/or processes applicable to the environment in which the respondent receives and maintains LACERA records, including the security requirements.

Respondent shall provide to LACERA, within 30 calendar days of the issuance of each Security Controls Report, a documented corrective action plan that addresses each audit finding or exception contained therein. The corrective action plan shall show in detail the required remedial action by respondent along with the implementation date(s) for each remedial action.

If respondent does not obtain an annual Security Controls Report, LACERA shall have the right to retain an independent audit firm to perform such an audit engagement for such a report. The audit will include the controls, information functions, and processes used or provided by respondent. Respondent agrees to allow the independent audit firm to access its facilities for purposes of conducting this audit engagement. They will provide the necessary support and cooperation to the independent audit firm.

The independent audit firm will be engaged by LACERA's legal department and subject to thesame confidentiality requirements supported in this agreement, and any disclosure will be on a need-to-know basis only for the purpose of the Security Controls Report. LACERA will invoicerespondent for the expense of the report(s) or deduct the cost from future payments to the respondent.

IT Security Controls - LACERA Environment

Control Section	Control Name	Control Description	Control Validation Test/Review Performed	Control Validation Results
Access Control	Access control policy	An access control policy shall be established, documented, and reviewed based on business and information security requirements.		
	Access to networks and network services	Users shall only be provided with access to the network and network services that they have been specifically authorized to use.		
	User registration and de-registration	A formal user registration and de-registration process shall be implemented to enable assignment of access rights.		
	User access provisioning	A formal user access provisioning process shall be implemented to assign or revoke access rights for all user types to all systems and services.		
	Review of user access rights	Asset owners shall review users' access rights at regular intervals.		
	Removal or adjustment of access rights	The access rights of all employees and external party users to information and information processing facilities shall be removed upon termination of their employment, contract, or agreement, or adjusted upon change.		
	Use of password information	Users shall be required to follow consultant's practices in the use of password information.		
	Secure log-on procedures	Where required by the access control policy, access to systems and applications shall be controlled by a secure log-on procedure.		
	Password management	Password management systems shall be interactive and shall ensure quality passwords.		
Physical and Environmental Security	Physical security perimeter	Security perimeters shall be defined and used to protect areas that contain either sensitive, critical information or information processing facilities.		
	Physical entry controls	Secure areas shall be protected by appropriate entry controls to ensure that only authorized personnel are allowed access.		
	Protecting against external and environmental threats	Physical protection against natural disasters, malicious attacks, or accidents shall be designed and applied.		
	Supporting utilities	Equipment shall be protectedfrom power failures and otherdisruptions caused by failures in supporting utilities.		
	Equipment maintenance	Equipment shall be correctly maintained to ensure its continued availability and integrity.		

Network Security Management	Network controls	Networks shall be managed and controlled to protect information in systems and applications.		
	Security of network services	Security mechanisms, service levels, and management requirements of all network services shall be identified and included in network services agreements, whether these services are provided in- house or outsourced.		
	Information transfer policies and procedures	Formal transfer policies, procedures, and controls shall be in place to protect the transfer of information using all types of communication facilities.		
Operational	Documented operating procedures	Operating procedures shall be documented and made available to all users who need them.		
	Change management	Changes to consultant, business processes, information processing facilities and systems that affect information security shall be controlled.		
	Capacity management	The use of resources shall be monitored and tuned, and projections made of future capacity requirements to ensure the required system performance.		
	Controls against malware	Detection, prevention, and recovery controls to protect against malware shall be implemented, combined with appropriate user awareness.		
	Information backup	Backup copies of information, software, and system images shall be taken and tested regularly in accordance with an agreed backup policy.		
	Event logging	Event logs recording user activities, exceptions, faults, and information security events shall be produced, kept, and regularly reviewed.		
	Protection of log information	Logging facilities and log information shall be protected against tampering and unauthorized access.		
	Clock Synchronization	The clocks of all relevant information processing systems within an organization or security domain shall be synchronized to a single reference time source.		
	Management of technical vulnerabilities	Information about technical vulnerabilities of information systems being used shall be obtained in a timely fashion, consultant's exposure to such vulnerabilities evaluated and appropriate measures taken to address the associated risk.		
Information Security Incident Management	Responsibilities and procedures	Management responsibilities and procedures shall be established to ensure a quick, effective, and orderly response to information security incidents.		
	Reporting information security events	Information security events shall be reported through appropriate channels as quickly as possible.		

	Reporting information security weaknesses	Employees and contractors using consultant's information systems and services shall be required to note and report any observed or suspected information security weaknesses in systems or services.		
	Response to information security incidents	Information security incidents shall be responded to in accordance with the documented procedures.		
	Learning from information security incidents	Knowledge gained from analyzing and resolving information security incidents shall be used to reduce the likelihood or impact of future incidents.		

(*The rest of this page is left intentionally blank*)

EXHIBIT C
AGREEMENT FOR SERVICES

THIS IS THE GENERAL FORM AND CONTENT OF THE CONTRACT LACERA INTENDS TO USE. IN SUBMITTING A PROPOSAL WITHOUT COMMENT ON THE CONTRACT, THE BIDDER WILL BE DEEMED TO HAVE AGREED TO EACH CLAUSE IN THE AGREEMENT BELOW (AND TO NOT SEEK ANY MODIFICATIONS TO THE AGREEMENT), UNLESS BIDDER'S PROPOSAL IDENTIFIES AN OBJECTION OR INCLUSION, SETS FORTH THE BASIS FOR THE OBJECTION OR INCLUSION, AND PROVIDES SUBSTITUTE LANGUAGE TO MAKE THE CLAUSE ACCEPTABLE TO BIDDER.

LACERA RESERVES THE UNILATERAL RIGHT IN ITS SOLE DISCRETION TO MAKE CHANGES TO THE CONTRACT PRIOR TO EXECUTION, WHICH CHANGES WILL NOT PROVIDE BIDDER WITH AN OPPORTUNITY TO MAKE FURTHER CHANGES TO THE OTHER TERMS OF THE CONTRACT.

CONTRACT FOR CASE MANAGEMENT SOFTWARE SOLUTION IMPLEMENTATION

This Contract for Case Management Software Solution Implementation ("Contract") is made and entered into by and between Los Angeles County Employees Retirement Association ("LACERA") and [NAME] ("Vendor") and is effective as of the date shown in Section5.

Recitals

LACERA seeks the services of a company that offers a low code Case Management SoftwareSolution that seamlessly integrates with LACERA's Pension Administration System.

Vendor represents that they offer the Case Management Software Solution that LACERA seeks.

Contract

1. Services to be Provided.

1. Vendor agrees to perform the services ("Services") described in the Statement of Work ("Statement of Work") attached to this Contract as Attachment A.

2. Vendor agrees to perform the Services at LACERA's offices, and with LACERA's consent, via telephone or email, and when

appropriate, at a location ofVendor's choice.

3. All writings prepared or furnished by Vendor to LACERA in the performance of this Contract shall be the exclusive property of LACERA and may be used by LACERA, as LACERA deems appropriate.

4. Vendor's quality of service will be at least equivalent to that which Vendor provides to other clients it serves in the same capacity. Vendor will be held to the same standard of care, skill, prudence, and diligence that applies to other experts practicing in a like enterprise.

2. Independent Contractor.

1. Vendor agrees to perform the Services as an independent contractor and agrees they will be acting at all times as such. Neither party intends, andthis Contract may not to be construed, to create any relationship of agent, servant, employee, partnership, joint venture, or association between Vendor and LACERA. Vendor is not and will not be deemed to be for any purpose (including, without limitation, Workers' Compensation) an employee of Los Angeles County (the "County"). Vendor isnot entitled to any rights, benefits, or privileges of County employees. Vendor is not eligible to participate in any insurance, savings, pension, or deferred compensation offered by LACERA or the County.

2. Vendor has no power or authority to assume or create any obligation or responsibility, express or implied, on behalf of LACERA or the County, or to bind LACERA or the County in any way whatsoever.

3. Vendor accepts full and complete responsibility for filing all tax returns and paying all taxes, which may be required, or due for payments received fromLACERA under this Contract. LACERA will memorialize payments for Vendor's serviceson a Form 1099.

4. Vendor represents and warrants that they comply with all applicablefederal, state, and local laws, including without limitation, those laws respecting business licenses, withholding, reporting, and payment of taxes. Vendor further represents and warrants that they will report any income accruing to him from this Contract to the appropriate taxing authorities.

3. LACERA's Project Management Office.

LACERA's Project Management Office, composed of the PMO Head and ProjectManager has responsibility for determining whether the Services are performed to LACERA's satisfaction. LACERA's PMO Head is Celso Templo and Project Manager is Michael Dozier. Correspondence can be sent to the following email address caseManagementRFP@lacera.com.

4. Indemnification and Insurance.

4.1 Vendor shall indemnify, defend and save harmless LACERA, its agents, officers andemployees from and against any and all liability, damage, suit, cost of suit, or expense, including defense costs and attorney's fees, arising out of or connected with claims for damages of any nature whatsoever arising from or connected with Vendor's operations or its services, including, without limitation, claims for bodily injury, death, personal injury, or propertydamage, including damage to Vendor's property.

4.2. Without limiting Vendor's obligations to indemnify LACERA, Vendor will provide andmaintain at its own expense during the term of this Contract the programs of insurance programs specified in this Contract. Such insurance will be primary and not contributing with any other insurance of self-insurance programs maintained by LACERA, and Vendor agrees to provide and maintain such insurance at its own cost and expense.

4.2.1 Certificate(s) or other evidence of coverage satisfactory to LACERA shall be delivered to prior to commencing services under this Contract and annually thereafter to:

James
Beasley
LACERA
300 N. Lake Avenue, Suite 650
Pasadena, CA 91101-4199

4.3 Such certificates or other evidence shall:

4.3.1 Specifically identify this Contract.

4.3.2 Clearly evidence all coverages required in this Contract.

4.3.3. Contain the express condition that LACERA is to be given written notice bymail at least 45 days in advance of cancellation for all policies, or, alternatively, in the event theinsurers that otherwise provide satisfactory insurance hereunder do not assume third-party notification provisions, Vendor hereby agrees to notify LACERA at least 45 days in advance ofany cancellation of any of the policies provided for herein.

4.3.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding that LACERA, its trustees, officers, and employees as insureds for all activities arising from this Contract.

4.3.5 Self-Insured Retentions must be declared to and approved by the LACERA. LACERA may require Vendor to purchase coverage with no retention or provide proof of abilityto pay losses and related investigations, claim administration, and

defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention will be satisfied by the named Vendor

4.3.6 LACERA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4.4 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to LACERA with an A.M. Best rating of not less than A-, X, unless otherwise approved by LACERA.

4.5 Failure to Maintain Coverage. Vendor's failure Vendor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LACERA, shall constitute a material breach of the contract upon which LACERA may immediately terminate or suspend this Contract. LACERA, at its sole option, may obtain damages from Vendorresulting from said breach.

4.6 Compensation for LACERA Costs. In the event that Vendor fails to comply with anyof the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to LACERA, Vendor shall pay full compensation for all costs incurred by LACERA.

4.7 Cooperation Regarding Insurance. LACERA may elect to procure insurance againstloss or damage it may sustain in connection with Vendor's performance under this Contract. Vendor will promptly cooperate with any reasonable request for information regarding Vendorwhich is required to obtain such insurance.

4.8 Survival of Obligations. Vendor's obligations under this Section 4 shall survive expiration or termination of this Contract.

4.9 Commercial General Liability. Vendor shall provide and maintain a Commercial General Liability insurance policy, which names LACERA as additional insured. Such policy shall cover legal liability for bodily injury and property damage arising out of Vendor's businessoperations and services that Vendor provides pursuant to this Contract. Such policy shall include, without limitation, endorsements for Property Damage, Premises-Operations, Products/Completed Operations, Contractual, and Personal/Advertising Injury with a limit of atleast $1,000,000 per occurrence and an annual aggregate of at least 2,000,000. If such insurance is written on a Claims Made Form, such insurance shall be endorsed providing an extended reporting period of not less than five (5) years following termination or expiration of this Contract.

4.10 Auto Liability. Vendor shall provide and maintain a comprehensive auto liability insurance policy endorsed for all "owned", "non-owned", and "hired" vehicles, or coverage for any "auto", with a combined single limit of not less than One Million Dollars ($1,000,000) per accident.

4.11 Workers' Compensation. Vendor shall bear sole responsibility and liability for furnishing Workers' Compensation benefits to Vendor's employees for injuries arising from or connected with any services provided to LACERA under this Contract. Vendor shall provide and maintain a program of Workers' Compensation, in an amount and form to meet all applicable statutory requirements. In all cases, worker's compensation insurance also shall include Employer's Liability Insurance with limits of not less than $1,000,000, each accident, and $1,000,000, disease, covering all of Vendor's employees.

4.12 Errors and Omissions. Vendor shall provide and maintain insurance covering liability arising from any error, omission, negligent or wrongful act of the Vendor, its officers, employees or Agents, with limits of at least $1,000,000 per claim and an annual aggregate of at least $2,000,000. The coverage also shall provide an extended one-year reporting period commencing upon termination or cancellation of this Contract.

4.13 Cyber Liability Insurance. Without limiting any of the obligations or liabilities of Vendor, Vendor shall carry and maintain, at its own expense including any applicable deductibles or retention, Cyber Liability insurance with limits of not less than $2,000,000 for each occurrence and an annual aggregate of $5,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortionand network security. The policy coverage shall include, but not be limited to:

4.13.1 Privacy Liability Coverage. This coverage shall include LACERA and its members for breaches of their private information in the case of a data breach.

4.13.2 Notification Costs. This coverage shall cover the costs of notifying third parties and LACERA members potentially affected by a data breach.

4.13.3 Crisis Management. This coverage shall include the costs of managing the public relations outfall from most data breach scenarios.

4.13.4 Credit/Identity Monitoring. This coverage shall include coverage for affected members for at least 24 months or the minimum legally required period, whichever islonger.

4.13.5 Theft and Fraud Coverage. This coverage shall include the costs of theftor destruction of the LACERA's data and theft of funds.

4.13.6 Network and Business Interruption. This coverage shall include any expense due to an intentional interruption of the LACERA's computer systems.

4.13.7 Data Loss and Restoration. This coverage shall include the costs

of diagnosing and repairing the cause of the loss and restoring all data.

5. Term.

The term of this Contract begins on [DATE] (the "Start Date"), and unless terminated forconvenience, ends on the earlier of (i) full performance of the Services by Vendor and acceptance by LACERA or [ONE YEAR] after the Start Date. This Contract automatically renews up to four times for subsequent and successive one-year periods under the same terms, conditions and compensation, unless either party delivers its written request for changesnot less than ninety (90) days prior to the end of the then current term of the Contract. Neitherparty is required to renew or extend this Contract.

6. Non-Exclusive Services.

This Contract is not exclusive. Vendor has the right to perform services for others duringthe term of this Contract, but Vendor agrees not to engage in any business, work or services of any kind under contract, or otherwise, for any person, organization or agency, which in the opinion of LACERA is detrimental to the interests of LACERA or that would materially interferewith the performance of the Services. Vendor agrees to disclose such information regarding business, work or services they perform on behalf of any person, organization or agency as LACERA may reasonably require verifying Vendor's compliance with this Section.

7. Compensation.

LACERA agrees to pay Vendor according to the Fee Schedule attached as Attachment B for performing the Services. Vendor's expenses are included in the compensation describedin Attachment B and therefore Vendor is not entitled to any separate reimbursement for any expenses incurred by it in discharging its duties under this Contract, unless otherwise agreed by LACERA.

8. Invoices.

Vendor agrees to submit invoices to LACERA's Project Manager, in arrears, by the tenth day of each calendar month for Services performed during the previous calendar month. Eachinvoice must (a) describe in detail the Services performed and expenses incurred by Vendor during the invoice period, (b) show the cumulative charges year-to-date (based on a fiscal yearbeginning July 1, for all Services and expenses, and (c) include such other information as LACERA may reasonably request. Each invoice will be payable within thirty days of receipt byLACERA. If LACERA's Project Manager disputes any portion of an invoice, however, LACERAwill pay the undisputed portion only and notify Vendor in writing of the disputed portion. Vendorand LACERA agree to act in good faith to resolve such disputes.

9. Contract Not Assignable.

Vendor may not assign any of its rights, duties, or obligations under this Contract withoutthe prior written consent of LACERA, which LACERA may grant or withhold in its sole discretion.

10. Confidentiality.

10.1 Confidential Information. Vendor understands that, during the performance of this Contract, it will have access to confidential and proprietary LACERA information, policies and procedures, benefits, business practices, and technology concerning LACERA's operations, as well as sensitive confidential member information and business critical non- member information (collectively, "Confidential Information"). For clarity, Confidential Information includes all information of any and every kind provided to Vendor, regardless of whether it may previously have been disclosed by LACERA or others in other contexts, in thatLACERA needs to know to whom, when, where, and how all of its information has been disseminated and reserves to itself the right to determine to whom, when, where, and how suchinformation is released. Confidential Information further includes all information related in anyway to LACERA provided to Vendor.

Confidential Information may be provided to Vendor or generated or stored by Vendor inwritten, electronic, verbal, and all others forms. Vendor understands and agrees that:

10.1.1 Vendor shall not disclose Confidential Information to any person within itsorganization except those persons required to perform the services of the Contract.

10.1.2 Vendor shall not disclose Confidential Information to any third partywithout LACERA's advance written approval.

10.1.3 Vendor's agreement not to disclose Confidential Information includes an agreement not to disclose information even on a no-names basis.

10.1.4 Vendor will use best efforts, including but not limited to the highest level of care Vendor accords to its own most sensitive information and the most sensitive information of its other clients, to secure and maintain the confidential nature of the Confidential Information.

10.1.5 Vendor will not use the Confidential Information for any purpose other than to perform the services required by this Contract. This confidentiality provision will survive thetermination of the Contract.

11. Nondiscrimination.

Vendor hereby promises and agrees that it will comply with Subchapter VII of the Civil Rights Act of 1964, 43USC Section 2000e through 2000e (17), to the end that

no person shall,on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract, or underany project, program or activity supported by this Contract.

Vendor shall take affirmative action to ensure that applicants and employees are treatedin an unbiased manner without regard to their race, color, religion, sex, age, ancestry, or national origin, physical or mental handicap, marital status, or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12. Compliance with Laws.

Vendor shall comply with all applicable Federal, State and local laws, rules, regulations,ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this reference. Vendor shall indemnify and hold LACERA harmless from any loss, damage or liability resulting from a violation by Vendor of any such laws, rules, regulations, ordinances, and directives.

13. Conflict of Interest.

No officer or employee of LACERA whose position enables him or her to influence the award of this Contract or any competing agreement, and no spouse or economic dependent ofsuch officer or employee shall be employed in any capacity or in any way remuneratedby Vendor or have any direct or indirect financial interest in this Contract or in Vendor.

14. Modifications.

Any modification to this Contract must be in writing, signed by Vendor and LACERA, tobe effective.

15. Termination for Default.

Services performed under this Contract may be terminated in whole or in part by LACERA providing to Vendor a written Notice of Default if (1) Vendor fails to perform the services within the time specified in this Contract or any extension approved by LACERA, or
(2) Vendor fails to perform any other covenant or condition of this Contract, or (3) Vendor failsto make progress so as to endanger its performance under this Contract.

Vendor shall have ten (10) calendar days from the date of the Notice of Default in whichto cure the Default(s), however, in its sole discretion, LACERA may extend this period or authorize a longer period for cure.

Without limitation of any additional rights or remedies to which it may be entitled, if LACERA terminates all or part of the services for Vendor's Default, LACERA, in its sole discretion, may procure replacement services and Vendor shall be liable for all excess costs incurred by LACERA in connection with those replacement services, as determined byLACERA in its sole discretion.

If it is determined that Vendor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued under Section 16. Termination for Convenience.

16. Termination for Convenience.

Services performed under this Contract may be terminated in whole or in part at any time LACERA or Vendor deems that termination is in its best interest. LACERA or Vendor shallterminate services by delivering a written Termination Notice which specifies the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice under this section, and unless otherwise expresslydirected by LACERA, Vendor shall take all necessary steps and shall stop services on the dateand to the extent specified in the Termination Notice and shall complete services not so terminated.

17. SOC-2 Type 2

SOC-2 Type 2 Report. The Vendor shall have an annual audit performed by an independent audit firm. The audits shall include the Vendor's and any subcontractor's handlingof Confidential Information and shall address all areas relating to information technology securityand operational processes to provide such security. The audits shall be performed in accordance with the guidance set forth in Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC-2 Type2), as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by theAICPA or similarly recognized professional organization, as agreed to in writing by LACERA. The audit shall assess the security of information technology security and operational process to provide such security as follows:

17.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 Audit shall be scheduled and completed within six months of executing the Contract. All subsequent SOC 2 Audits that are arranged after this first audit shall be performed and submitted annually.

17.2 The SOC 2 Audit shall report in writing on the Vendor's and any subcontractor's system(s) and the suitability of the design and operating effectiveness

of controls of the information functions and/or processes to meet the requirements of the Contract, including thesecurity requirements.

17.3 The scope of the SOC 2 Report shall include work performed by any subcontractorsthat provide essential support to the Vendor for the information functions or processes for the services offered to LACERA under the Contract. The Vendor shall ensure the audit includes all subcontractors operating in the performance of the Contract.

17.4 All SOC 2 Audits, including those of the Vendor and any subcontractors, shall be performed at no additional expense to LACERA.

17.5 The Vendor and all relevant subcontractors shall promptly provide a complete copyof the final SOC 2 Report(s) to the Project Manager upon completion of each SOC 2 Audit engagement.

17.6 The Vendor shall provide to LACERA, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan that addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the required remedial action by the Vendor or subcontractor(s) along with the implementation date(s) for each remedial action.

17.7 If the Vendor or any subcontractor fails to obtain an annual SOC 2 Report, LACERAshall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report. The audit will include the information functions and processes utilized or providedby the Vendor and any relevant subcontractor under the Contract. The Vendor and any subcontractor agree to allow the independent audit firm to access its facilities for purposes of conducting this audit engagement. They will provide the necessary support and cooperation tothe independent audit firm that is required to perform the audit engagement of the SOC 2 Report.LACERA will invoice the Vendor for the expense of the SOC 2 Report(s) or deduct the cost fromfuture payments to the Vendor.

18. Disaster Recovery & Business Continuity

Vendor will implement and maintain disaster recovery and business continuity procedures thatare reasonably designed to recover data processing systems, data communications facilities, information, data, and other business-related functions of LACERA in a manner and time frameconsistent with legal, regulatory and business requirements applicable to LACERA.

19. Data Breach Verification

19.1 Vendor shall provide an annual written, signed attestation that to the best of its knowledge, no data breach, hacking, or incidental divulging of Member Records has occurred and that no Member Record has been compromised. The attestation shall verify that adequateinternal policies and procedures exist to prevent data theft and

unauthorized access.

19.2 Vendor shall provide an annual system penetration test in support of the attestationmade in item A above. Vendor shall provide the results of penetration tests to LACERA.

19.3 Vendor shall comply with California Civil Code § 1798.29(e) and California Civ. Code
§ 1798.82(f). In the event of a security breach of more than 500 records, the Vendor shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General.

19.4 Vendor shall notify any California resident whose unencrypted personal information,as defined, was acquired, or reasonably believed to have been acquired, by an unauthorized person as required by California Civil Code §1798.29(a) and California Civ. Code §1798.82(a).

19.5 Notwithstanding the legal notification requirements in the preceding paragraphs, Vendor will immediately notify LACERA upon its discovery of any incident or data breech.

20. Entire Contract and Severability.

This document (including Attachments A and B) constitutes the final, complete, and exclusive statement of the terms of the Contract between LACERA and Vendor for the services to be performed and supersedes all prior and contemporaneous understandings or Contracts of the parties. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remainingprovisions or parts thereof shall nevertheless be binding and enforceable and the invalid, illegalor unenforceable provision shall be replaced by a mutually acceptable valid, legal, andenforceable provision which comes closest to the intent of the parties.

21. Governing Law and Venue.

21.1 This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to principles of conflicts of laws.

21.2 Any party bringing a legal action or proceeding against any other party arising outof or relating to this Contract or the transactions it contemplates (whether in contract, tort, equity, or otherwise), shall bring the legal action or proceeding in either the United States District Court or in any court of the State of California sitting in Los Angeles County.

21.3 Each party to this Contract consents to the exclusive personal and subject

matter jurisdiction of any United States District Court sitting in the County of Los Angeles and any court of the State of California sitting in the County of Los Angeles, and their appellate courts for the purpose of all legal actions and proceedings arising out of or relating to this Contract orthe transactions it contemplates, including all claims of any nature or type, whether in contract,tort, statutory, equitable, legal, or otherwise.

22. Attorney's Fees.

In the event of litigation between the parties concerning this Contract, the prevailing party shall be entitled to recover reasonable costs and expenses incurred therein, including without limitation attorney's fees. These expenses shall be in addition to any other relief to which the prevailing party may be entitled and shall be included in and as part of the judgmentor decision rendered in such proceeding.

23. Interpretation.

Vendor acknowledges they have been given the opportunity to have counsel of their own choosing to participate fully and equally in the review and negotiation of this Contract. Thelanguage in all parts of this Contract shall be construed in all cases according to its fair meaning, and not strictly for or against any party hereto. Any rule of construction to the effectthat ambiguities are to be resolved against the drafting party shall not apply in interpreting thisContract.

24. Waiver.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed bythe party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, or preceding or subsequent, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

IN WITNESS WHEREOF, Vendor has signed this Contract, and the [SIGNATORY TITLE] of LACERAhas signed this Contract, effective as of the date indicated in Section 5.

LACERA: [Vendor Name]:

Los Angeles County
EmployeesRetirement
Association

By: _____ [TITLE] [Authorized Signatory Title]

Address for notices: Address for

notices:[NAME]
LACERA
300 N. Lake Avenue, Suite
[XXX]Pasadena, CA 91101

Approved as to form:

_____
John Harrington
LACERA Staff
Counsel