

JUNE 24, 2025



REQUEST FOR PROPOSAL
QUALITY ASSURANCE AND PROCESS MANAGEMENT GROUP
CLASSIFICATION AND COMPENSATION

Jackson Hsu, Administrative Analyst III
VendorManagement@lacera.com
300 NORTH LAKE AVENUE, SUITE 650
PASADENA, CA 91101

TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	SCOPE OF SERVICES	4
3.	MINIMUM QUALIFICATIONS	7
4.	INSTRUCTIONS TO RESPONDENTS	7
5.	NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT AND RALPH M. BROWN ACT	10
6.	DIVERSITY, EQUITY, AND INCLUSION	11
7.	NOTICE TO RESPONDENTS REGARDING LACERA DATA PROTECTION	12
8.	CONTRACT NEGOTIATIONS	12
9.	RESERVATIONS BY LACERA	13

EXHIBITS LIST

EXHIBIT A – PROPOSAL COVER PAGE AND CHECKLIST	15
EXHIBIT B - MINIMUM QUALIFICATIONS CERTIFICATION	16
EXHIBIT C – IT SECURITY CONTROLS	17
EXHIBIT D –AGREEMENT FOR SERVICES	18
EXHIBIT E –SELECTION CRITERIA	29
EXHIBIT F – DIVERSITY, EQUITY, AND INCLUSION QUESTIONNAIRE	30

**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
REQUEST FOR PROPOSAL (RFP)
QUALITY ASSURANCE AND PROCESS MANAGEMENT GROUP
CLASSIFICATION AND COMPENSATION
JUNE 24, 2025**

1. INTRODUCTION

1.1. Purpose of Request

The Los Angeles County Employees Retirement Association (“LACERA”) administers a defined benefit plan and Other Post-Employment Benefit Program. LACERA is requesting a statement of work from vendors with substantial and relevant experience performing organizational studies, classification studies, and compensation studies. LACERA seeks consulting services to support the redefinition of an existing Division, the possible establishment of a new Division or work unit, and the revision of its organizational structure to effectively address and implement evolving needs.

1.2. 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 196,000 members, including active and retired members. Additionally, 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 may be recommended to LACERA’s Board of Retirement (BOR). The BOR has responsibility over the 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 has 540 budgeted positions for Fiscal year 2025-2026. Presently, there are two Collective Bargaining Units representing a majority of full-time employees, excluding management, some supervisors, and confidential employees. Overall, 95 classifications, of which 51 are represented.

LACERA has a need for organizational, classification, and compensation studies for its Member Operations Group (MOG). The Quality Assurance and Metrics Division (QA) performs three main functions on behalf of MOG, which are those divisions that provide retirement benefit services to LACERA's members.

The consultant will help redefine how QA operates within the organization as the functions have evolved. QA's services consist of:

- Independent transactional audits of work processed by MOG staff for our members
- Technical benefits training for MOG staff, from new hires to veterans
- Special projects as assigned by the Executive Office and consistent with QA's independent quality assurance function.

The Process Management Group (PMG) is currently a Unit within the Benefits Division that serves to improve organizational effectiveness through project initiatives, cross-divisional process integration, and the development of business process rules, procedures, and metrics. The Unit was initially created to consolidate all MOG process development and/or improvement efforts, business rule and/or operating instruction development and maintenance under one unit to work with Benefits, Member Services, Disability Retirement, Communications, and QA Divisions. The current job classifications have not been updated to reflect this function. The consultant will assist with defining PMG and how it will operate within the organization.

2. SCOPE OF SERVICES

A. Organizational Structure and Design Analysis

LACERA is seeking assistance in the analysis of its MOG organizational structure and design; development and purpose of QAM and PMG; development of duties and responsibilities for positions, unit, division; development of career paths and succession plans; and the development of a plan for implementation.

- a. Work with key stakeholders to determine MOG needs, define QA and PMG, and provide guidance on best practice solutions to ensure that organizational goals related to process improvement, accuracy, and efficiency are met now and in the future.
- b. Evaluate the current organizational structure of MOG, including current classifications, functions, and staffing levels. Identify roles for QA and PMG functions.
- c. Provide a detailed report on how QA and PMG should operate within the organization, including recommendations related to improvement opportunities, increased effectiveness of the operations, modifications to processes or changes in job design and structure, and alternative options. The report should also provide recommendations on whether consolidating PMG should be pursued and impact to other divisions, staff members, and succession planning.

- d. Provide a proposed MOG organizational chart and organizational model of the ideal structure with specific roles, span of control, and processes, and at which level they should be executed.
- e. Provide strategies for creating opportunities, cross divisional career paths, and succession planning for MOG classifications.
- f. Develop an implementation plan.

B. Classification Study

- a. Review and update the classification plan ten (10) classifications, thirty-four (34) positions, represented and non-represented, management and non-management, allocated to various Divisions. Class specs can be searched at <https://www.governmentjobs.com/careers/lacera/classspecs>

Quality Assurance and Metrics Division

- I. Chief, Quality Assurance and Metrics
- II. Division Manager
- III. Senior Quality Auditor
- IV. Quality Auditor II
- V. Quality Auditor I

Benefits Division, Process Management Group

- VI. Section Head
- VII. Senior Retirement Benefits Specialist
- VIII. Retirement Benefits Specialist III

Human Resources Division

- IX. Training Coordinator
- X. Human Resources Analyst

Retiree Healthcare Division

- XI. Quality Auditor I

Member Services Division, Quality Control Unit

- XII. Senior Retirement Benefits Specialist
- XIII. Retirement Benefits Specialist III

- b. Review background materials including existing classifications, organizational charts, budgets, salary resolutions and schedules, Civil Service Rules, LACERA Personnel Handbook, and related information.
- c. Conduct orientation and briefing session(s) with staff members, and LACERA Management.
- d. Develop a comprehensive questionnaire to be completed by all studied positions. Additional positions may be included to provide the consultant with a thorough understanding of LACERA and MOG operations and organizational structure, as needed.
- e. Conduct interviews with all staff members requiring additional clarification of information provided and appropriate management personnel to validate the information.
- f. Allocate all staff members included within the scope of the study to an appropriate job title, job classification and exempt/non-exempt designation pursuant to the FLSA.
- g. Review existing class specifications for possible matches. Update current class specifications or develop new class specifications in accordance with LACERA guidelines to reflect current duties and requirements of the positions, including physical requirements and essential job functions, as needed.

- h. Prepare revised or new class specifications for future roles identified in the proposed MOG organizational plan for implementation, as needed.
- i. The class specifications shall include the following items:
 - i. Definition of the job classification;
 - ii. Classification Standards delineating each job level including:
 - a. Primary function or purpose;
 - b. Level of responsibility;
 - c. Reporting relationships;
 - d. Supervision exercised and received;
 - e. Differentiation between similar classifications;
 - f. Knowledge, skills and abilities; and
 - g. Working environment and/or conditions.
 - iii. Example of Duties;
 - iv. Minimum Requirements (Education and Experience);
 - v. Working environment and/or conditions;
 - vi. Licenses, certifications, driving requirements and physical requirements in compliance with the ADA; and
 - vii. Appropriate exempt and non-exempt designation under the FLSA.
- j. The consultant will coordinate the presentation styles of the project team to ensure a unified philosophy, standardization, and alignment with LACERA classifications.
- k. Present draft class specifications to management for review and approval.
- l. Present the final classification and listing showing the recommended allocation of each position.
- m. The classification plan shall include an introductory section that describes class concepts and provides information about distinctions of various levels within a class series and other pertinent information.
- n. Provide appropriate implementation and maintenance manuals.

C. Compensation Study

- a. Identify private survey and public labor market data, including classifications that most closely match LACERA. This will include an explanation of the specific methodology used to identify the survey agencies.
- b. Meet with LACERA to finalize the list of comparable agencies data to be used in the survey.
- c. Conduct a comprehensive compensation survey using comparable agencies, using not only job titles, but duties and responsibilities based upon the class specifications from LACERA. Provide comprehensive data sheets for each classification surveyed listing comparable agencies, comparable titles, salaries, and market median, midpoint, and 75th percentile.
- d. Complete an internal base salary relationship analysis, including the development of appropriate internal relationship guidelines for positions.
- e. Develop external competitive and internal equitable salary recommendations for each classification included within the study to ensure competitive recruitments.
- f. Allocate to a salary range each classification which reflects the results of the market survey and the analysis of the internal relationships.
- g. Present draft results of the survey to management in a group meeting.
- h. Assist in the development of a strategy for implementing the compensation recommendations and plan.

D. Findings and Recommendations

- a. Consultant to prepare written reports of recommendations, including discussion of methods, techniques and data used to develop the Organizational Structure, Classification, and Compensation Plans.
- b. Consultant to prepare written reports of recommendations, including discussion of methods, techniques and data used.
- c. Consultant to provide draft of full reports for LACERA review prior to finalizing.
- d. Consultant to provide instructional information to allow LACERA staff members to conduct individual salary audits and adjustments consistent with study methods until the next formal study is conducted.
- e. Consultant to attend meetings, if requested, throughout the process with LACERA Staff to explain methodology, survey results and recommendations. The Consultant should budget for two Board meetings, one Union meeting, and seven meetings with LACERA staff members, not including one kick-off meeting with staff members for the Classification and Compensation study.

3. MINIMUM QUALIFICATIONS

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

- Demonstrated experience within the past five (5) years in classification and compensation studies for public agencies, preferably that serve a large and diverse metropolitan area.
- Demonstrated experience within the past five (5) years in organizational, operations, and talent studies with public agencies demonstrating improved service delivery, increased operational effectiveness or transformative operating results.
- Five (5) client references with contact names, telephone numbers, and email addresses that can provide feedback on work similar to the proposed project
- Identify and describe the experience, qualification, resume, and responsibility of key employees and project manager.
- Provide a company information and fact sheet which includes the company location, experience, qualifications, services, and past litigation, bankruptcy, or reorganization.

4. INSTRUCTIONS TO RESPONDENTS

4.1. RFP Important Dates

The following table provides a tentative schedule of important dates and deadlines for this RFP. All dates are subject to modification by LACERA without notice.

Event Description	Date
RFP release date	July 21, 2025
Written questions from Respondents due date	August 1, 2025

LACERA's response to Respondents' questions	August 6, 2025
RFP Proposals due date	August 22, 2025
Finalist Interviews (as needed)	September 2025
Selection Notification (estimate)	October 2025
Commencement of work	Upon contract execution

4.2. Response Requirements and Formatting

Respondents to this RFP must submit the following for delivery no later than **5:00 PM PDT** on August 22, 2025 through the LACERA Vendor Gateway Portal. Registration is required to access the portal and to participate in the bid process.

Respondents must upload the electronic copy of the proposal in PDF or Microsoft Word format via the LACERA Vendor Gateway Portal.

If Respondent requires any confidential information to be exempt from public disclosure, then submissions should include one electronic copy marked "**CONFIDENTIAL**." The redacted copies should redact 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 7920.000, et seq., the "Act"). Redactions should appear as blacked out material. Large sections, tables, or entire blank page(s) shall include the word "CONFIDENTIAL" 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. LACERA cannot guarantee that redacted information will not be publicly available. Please see **Section 5** below "*Notice to Respondents Regarding the Public Records Act AND RALPH M. BROWN ACT*" for further information. An electronic copy of both the original and the redacted response in PDF format saved on separate DVDs, each labeled accordingly.

4.2.1. Submittals must have font size in at least 10-point font, but no larger than 12-point font limited to 50 pages, including Exhibits. Submittals shall address all RFP sections in the same order presented and be responsive to each section.

All responses to this RFP should follow the outline of the RFP requirements and should fully respond to each section as appropriate and should contain at a minimum:

4.2.1.1. Cover Letter. A cover letter (1 page) shall be signed by the individual(s) who is (are) authorized to bind the Respondent contractually. The letter shall contain a statement to the effect that the Respondent is not currently under investigation by any regulatory agency, state or federal, for any reason. The letter should identify your firm's competitive advantage, the specific team that will be working on the LACERA account, and the reasons why the firm should be selected.

4.2.1.2. Minimum Qualifications Certification. You must certify, by completing and signing EXHIBIT B, that your firm meets the minimum qualifications

required. Failure to provide a marked-up EXHIBIT D (Agreement for Services) shall be deemed as acceptance of LACERA's Terms.

4.2.1.3. Table of Contents. The response must contain a Table of Contents

4.2.1.4. Proposal. The response must provide a milestone project and fee schedule.

4.2.1.5. Attachments. 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.

4.2.2. 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.

4.2.3. 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.

4.3. Contacts with LACERA Personnel

Contacts with LACERA personnel about this RFP, and all inquiries and requests for information shall be directed to the Point of Contact identified below:

Jackson Hsu
Administrative Services Analyst III
LACERA

Gateway Plaza
300 North Lake Avenue, Suite 650
Pasadena, CA 91101-4199

Email:
VendorManagement@lacera.com
Phone: 626-364-0084

4.4. 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, LACERA Vendor Gateway Portal and LinkedIn. 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 member 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 members to the subject of the existing services provided by them.

4.5. Questions relating to this RFP

All questions, inquiries, and requests for additional information concerning this RFP should be received no later than 5:00 PM PDT, August 1, 2025, through the 'My Questions/Answers' section of the Opportunity Details page in the LACERA Vendor Gateway Portal. All Questions received, along with their corresponding responses, will be posted in the 'Questions & Answers' Section of the Opportunity Details page in the LACERA Vendor Gateway Portal on or about 5:00 PM PDT, August 6, 2025.

5. **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 7920.000, 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 deny disclosure of those materials. LACERA will not be held liable, however, for inadvertent 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 to disclose all information provided by a Respondent.

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, employees, 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.

6. DIVERSITY, EQUITY, AND INCLUSION

LACERA values diversity, equity, and inclusion (“DEI”), and believes that effectively accessing and managing diverse talent leads to improved outcomes. LACERA takes a broad view of diversity, inclusive of varied backgrounds including, but not limited to, age, experience, race, ethnicity, sexual orientation, gender identity, disability status, national origin, and culture. LACERA expects its business partners to respect and reflect LACERA’s value of DEI.

With respect to diversity, please respond to the questions in EXHIBIT F (Diversity, Equity, and Inclusion Questionnaire). The response must include:

- Description of diversity policies, practices, and procedures maintained by the firm regarding equal employment opportunity, including the recruitment, development, retention, and promotion of a diverse and inclusive workforce, non-discrimination based on gender, race, ethnicity, sexual orientation, age, disability status, veteran’s status, and other legally protected categories, and prohibition of sexual harassment in the workplace. If the Respondent has written policies that address these matters, provide copies along with the response to this RFP.
- The oversight, monitoring, and other compliance processes for implementation and enforcement of the firm’s diversity policies, practices, and procedures, including the name of the individual who is responsible for oversight of the firm’s method to measure the effectiveness of the policies, and conclusions as to effectiveness.
- Any judicial, regulatory, or other legal findings, formal action, or claims related to equal employment opportunity, workplace discrimination, or sexual harassment during the past ten (10) years

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.

The finalist selected through this procurement will have access to sensitive information protected by LACERA's internal policies, State, 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. 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 D. 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 D in our sole discretion. Embedded links to language or documents outside of LACERA form will be deemed nonresponsive, unless document is included in EXHIBIT D as attachment. LACERA reserves the right to negotiate any additional terms.

Respondents are required in their response to 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 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 firms, LACERA may, at its sole discretion, terminate such negotiations. LACERA, may then, at its option, initiate fee negotiations with another firm, 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 three (3) years, beginning from the date of final execution. All contracts may be terminated at LACERA's convenience at any time.

Key Contract Terms Required in Final Agreement

1. Termination for Convenience: LACERA may terminate the contract at any time during the term of the agreement upon 30 days' notice without incurring any penalties and upon so doing, will receive a prorated refund of its fees if paid in advance.

2. Notification of Breach: LACERA requires all vendors to notify the Project manager and Information Security Team with 48 hours of discovering any cyber incident or breach, whether LACERA data is breached or not. Furthermore, you agree to provide identity theft protection to affected parties and indemnification arising from such an occurrence.
3. All vendors are required to participate in LACERA's annual disaster recovery exercises.
4. LACERA will not agree to any liability cap after the RFP submittal unless explicitly noted in EXHIBIT D.
5. LACERA will not agree to mandatory arbitration.
6. All terms must be included in the body of the contract, no links to external documents will be accepted.

9. **RESERVATIONS BY LACERA**

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

- 9.1. Cancel or modify this RFP, in whole or in part, at any time.
- 9.2. 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.
- 9.3. Reject the proposal of any Respondent who has failed to comply with the requirements of this RFP, or 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.
- 9.4. 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.
- 9.5. Award a contract, if at all, to the firm 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.
- 9.6. 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.
- 9.7. 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.
- 9.8. Determine the extent, without limitation, to which the services of a successful Respondent are or are not actually utilized.
- 9.9. Defer selection of a winning bidder to a time of LACERA's choosing.
- 9.10. Consider information about a Respondent in addition to the information submitted in the response or interview.

- 9.11. Add terms and conditions during contract negotiations.
- 9.12. 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.
- 9.13. Withhold acceptance of incomplete deliverables and milestones. Incomplete milestones will be disputed.

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

(The rest of this page is left intentionally blank)

EXHIBIT A

PROPOSAL COVER PAGE AND CHECKLIST (TO BE SUBMITTED ON RESPONDENT'S LETTERHEAD)

Respondent Name:

Respondent Address:

By submitting this response, the undersigned hereby affirms and represents that they have reviewed the proposal requirements and have submitted a complete and accurate response to the best of their knowledge. By signing below, I hereby affirm that the Respondent has reviewed the entire RFP and intends to follow all requirements.

Respondent specifically acknowledges the following facts:

1. Respondent has the required technical expertise and has sufficient capacity to provide the services outlined in the RFP.
2. Respondent has no unresolved questions about the RFP and believes that there are no ambiguities in the scope of work.
3. The fee schedule or price proposal sent in response to the RFP is for the entire scope of work and no extra charges or expenses will be paid by LACERA.
4. Respondent has completely disclosed to LACERA all facts bearing upon any possible interests, direct or indirect, that Respondent believes any member of LACERA, or other officer, agent, or employee of LACERA presently has, or will have, in this contract, or in the performance thereof, or in any portion of the profits thereunder.
5. Materials contained in proposals and all correspondence and written questions sent during the RFP process may be subject to disclosure pursuant to the "California Public Records Act (California Government Code Section 7920.000, et. Seq., the "Act").
6. Respondent is not currently under investigation by any state or federal regulatory agency for any reason.
7. The signatory below is authorized to bind the Respondent contractually.

[/s]

EXHIBIT B

MINIMUM QUALIFICATIONS CERTIFICATION (TO BE SUBMITTED ON RESPONDENT'S LETTERHEAD)

All Respondents must sign and return this Exhibit, along with written evidence of how you meet each qualification. The undersigned hereby certifies that the Respondent submitting this response fulfills the minimum qualifications outlined below, as well as the requirements contained in the RFP.

Minimum Qualifications include:

- Demonstrated experience within the past five (5) years in classification and compensation studies for public agencies, preferably that serve a large and diverse metropolitan area.
- Demonstrated experience within the past five (5) years in organizational, operations, and talent studies with public agencies demonstrating improved service delivery, increased operational effectiveness or transformative operating results.
- Five (5) client references with contact names, telephone numbers, and email addresses that can provide feedback on work similar to the proposed project
- Identify and describe the experience, qualification, resume, and responsibility of key employees and project manager.
- Provide a company information and fact sheet which includes the company location, experience, qualifications, services, and past litigation, bankruptcy, or reorganization.

The undersigned hereby certifies that they are an individual authorized to bind the Firm contractually, and said signature authorizes verification of this information.
--

Authorized Signature

Date

Name and Title (please print)

Name of Firm

EXHIBIT C

IT SECURITY CONTROLS

THE SELECTED RESPONDENT SHALL PROVIDE A SIGNED ATTESTATION THAT, TO THE BEST OF ITS KNOWLEDGE, NO DATA BREACH, HACKING, OR INCIDENTAL DIVULGIING OF ANY DATA HAS OCCURRED, THAT NO DATA HAS BEEN COMPROMISED (“INCIDENT”), AND THAT ADEQUATE INTERNAL POLICIES AND PROCEDURES EXIST TO PREVENT DATA THEFT AND UNAUTHORIZED ACCESS.

COMPLETE AND SIGN THE VENDOR DATA SECURITY QUESTIONNAIRE DOCUMENT TO ASSESS THE SECURITY POSTURE AND SUITABILITY OF THE DESIGN AND OPERATING EFFECTIVENESS OF CONTROLS, INFORMATION FUNCTIONS, AND PROCESSES.



VENDOR DATA SECURITY QUESTIONNAIRE

1. GENERAL INFORMATION

Name of Vendor: [Click or tap here to enter text.](#)

Vendor is a(an): ☐ Individual ☐ Corporation ☐ Partnership ☐ Other [Click or tap here to enter text.](#)

2. SAFEGAURDS ON LACERA CONFIDENTIAL INFORMATION

- a) Does / will the vendor hold LACERA Confidential or LACERA member PII information? ☐ Yes ☐ No
If yes, please provide details. Response: [Click or tap here to enter text.](#)
-
- b) Is LACERA information physically or virtually segregated from the vendor and its vendor's other clients? ☐ Yes ☐ No
If yes, please provide details. Response: [Click or tap here to enter text.](#)
-
- c) Provide brief description on the type of connection (encryption and authentication) for information exchange between LACERA and the vendor organization. Response: [Click or tap here to enter text.](#)
-
- d) Is LACERA information encrypted at rest? ☐ Yes ☐ No
-
- e) Describe the teams within vendor's organization that have access to the LACERA information:
Response: [Click or tap here to enter text.](#)
-
- f) Are vendor's production and test/development areas separated? ☐ Yes ☐ No
If yes, please provide brief details. Response: [Click or tap here to enter text.](#)
-

3. VENDOR Security and INCIDENT RESPONSE PROGRAM

- a) Provide documentation on vendor Information Security Policy and Incident Response programs.
Response: [Click or tap here to enter text.](#)
-
- b) Provide confirmation and/or attestation to a 72-hour breach notification.
Response: [Click or tap here to enter text.](#)
-
- c) Vendor agrees to a periodic review for compliance to LACERA policies and security requirements. ☐ Yes ☐ No
Response: [Click or tap here to enter text.](#)
-

4. VENDOR PENETRATION TEST AND SOC2 REPORTS

- a) Has the vendor completed a Penetration test? ☐ Yes ☐ No
Provide summary report of the latest Penetration Test. Response: [Click or tap here to enter text.](#)
-
- b) Has the vendor completed an Independent Service Auditors compliance exam such as SOC 2? ☐ Yes ☐ No
If yes, please provide the latest audit report and proceed to the last section of this questionnaire sign and date the document.
Response: [Click or tap here to enter text.](#)

If compliance report has not been completed, please proceed to the next sections.

5. EMAIL SECURITY CONTROLS

If the answer to any question in this section is "No", please provide additional details in the "Additional Comments" section.

a) Do you tag external emails to alert employees that the message originated from outside the organization? ☐Yes ☐No

b) Do you pre-screen emails for potentially malicious attachments and links? ☐Yes ☐No

If "Yes", complete the following:

Provide your email security provider. Response: [Click or tap here to enter text.](#)

Do you have the capability to automatically detonate and evaluate attachments in a sandbox to determine if they are malicious. ☐Yes ☐No

c) Have you implemented any of the following to protect against phishing messages? (check all that apply):

☐Sender Policy Framework (SPF)

☐DomainKeys Identified Mail (DKIM)

☐Domain-based Message Authentication, Reporting & Conformance (DMARC)

☐None of the above

d) Can your users access email through a web application or a non-corporate device? ☐Yes ☐No

If "Yes", do you enforce Multi-Factor Authentication (MFA)? ☐Yes ☐No

e) Do you use Office 365 in your organization? ☐Yes ☐No

If "Yes", do you use the Office 365 Advanced Threat Protection add-on? ☐Yes ☐No

ADDITIONAL COMMENTS (Use this space to explain any "No" answers in the above section and/or to list other relevant IT security measures you are utilizing that are not listed here.)

Response: [Click or tap here to enter text.](#)

6. INTERNAL SECURITY

If the answer to any question in this section is "No", please provide additional details in the "Additional Comments" section.

a) Do you use a cloud provider to store data or host applications? ☐Yes ☐No

If "Yes", provide the name of the cloud provider. Response: [Click or tap here to enter text.](#)

b) Do you use MFA to secure all cloud provider services that you utilize (e.g. Microsoft Azure)? ☐Yes ☐No

c) Do you encrypt all sensitive and confidential information? ☐Yes ☐No

If "No", are the following compensating controls in place:

1. Segregation of servers that store sensitive and confidential information? ☐Yes ☐No

2. Access control with role-based assignments? ☐Yes ☐No

d) Do you allow remote access to your network? ☐Yes ☐No

If "Yes", do you use MFA to secure all remote access to your network? ☐Yes ☐No

e) Do you use a next-generation antivirus (NGAV) product to protect all endpoints across your enterprise? ☐Yes ☐No

If "Yes", provide name of your NGAV provider. Response: [Click or tap here to enter text.](#)

f) Do you use an endpoint detection and response (EDR) tool that includes monitoring and logging? ☐Yes ☐No

If "Yes", provide name of your EDR provider. Response: [Click or tap here to enter text.](#)

g) Do you manage privileged accounts using privileged account management software (PAM) ☐Yes ☐No

If "Yes", provide name of your PAM provider. Response: [Click or tap here to enter text.](#)

h) Do you roll out a hardened baseline configuration across servers, laptops, desktops? ☐Yes ☐No

- i) Do you record and track all software and hardware assets deployed across your organization? ☐Yes ☐No
-
- j) How frequently do you install critical and high severity patches across your enterprise? ☐Yes ☐No
-
- k) Do you use a protective DNS service (PDNS) to block access to known malicious websites? ☐Yes ☐No
-
- l) Do you implement PowerShell best practices as outlined by Microsoft? ☐Yes ☐No
-
- m) Do you utilize a Security Information and Event Management system (SIEM)? ☐Yes ☐No
-
- n) Do you utilize a Security Operations Center (SOC)? ☐Yes ☐No
 If "Yes", complete the following:
 Is your SOC monitored 24 hours a day, 7 days a week? ☐Yes ☐No
 If your SOC is outsourced, provide name of your SOC provider. Response: [Click or tap here to enter text.](#)
-
- o) Do you have an established Third Party Risk Management Program (TPRM)? ☐Yes ☐No
-

ADDITIONAL COMMENTS (Use this space to explain any "No" answers in the above section and/or to list other relevant IT security measures you are utilizing that are not listed here.)

Response: [Click or tap here to enter text.](#)

7. PHISHING CONTROLS

- a) Do all employees at your company complete mandatory cybersecurity training? ☐Yes ☐No
 If "Yes", does such training include phishing simulation? ☐Yes ☐No
-

8. BACKUP AND RECOVERY

If the answer to any question in this section is "No", please provide additional details in the "Additional Comments" section.

Do you use a data backup solution? ☐Yes ☐No

If "Yes":

- a) Which best describes your data backup solution?
☐Backups are kept locally but separate from your network (offline/air-gapped backup solution).
☐Backups are kept in a dedicated cloud backup service.
☐You use a cloud-syncing service (e.g. Dropbox, OneDrive, SharePoint, Google Drive).
-
- b) Check all that apply:
☐Your backups are encrypted
☐You have immutable backups
☐Your backups are secured with different access credentials from other administrator credentials
☐You utilize MFA for both internal and external access to your backups
☐You have tested the successful restoration and recovery of key server configurations and data from backups
☐You are able to test the integrity of backups prior to restoration to ensure that they are free of malware
-
- c) Estimated amount of time it will take to restore essential functions using backups in the event of a widespread malware or ransomware attack within your network.
☐0-24 hours ☐1-3 days ☐4-6 days ☐1 week or longer
-
- d) Has the vendor completed Disaster Recovery testing? ☐Yes ☐No
 If yes, please provide RTO/RPO objectives (Recovery Time Objective or Recovery Point Objectives).
 Response: [Click or tap here to enter text.](#)
-

ADDITIONAL COMMENTS (Use this space to explain any "No" answers in the above section and/or to list other relevant IT security measures you are utilizing that are not listed here.)

Response: [Click or tap here to enter text.](#)

9. INCIDENTS

- a) Has the vendor received any complaints or written demands or been a **subject in litigation** involving matters of privacy injury, breach of private information, network security, defamation, content infringement, identity theft, denial of service attacks, computer virus infections, theft of information, damage to third party networks or the ability of third parties to rely on the vendor's network? ☐Yes ☐No
-
- b) Has the vendor been the subject of any government action, investigation, or other proceedings regarding any alleged violation of privacy law or regulation? ☐Yes ☐No
-
- c) Has the vendor notified customers, clients or any third party of any security breach or privacy breach? ☐Yes ☐No
-

ADDITIONAL COMMENTS (Use this space to explain any "Yes" answers in the above section.)

Response: [Click or tap here to enter text.](#)

CERTIFICATION, CONSENT AND SIGNATURE

The vendor has read the foregoing and understands that completion of this questionnaire does not bind LACERA to procure vendor's products or services. I hereby declare that, after inquiry, the above statements and particulars are true, and I have not suppressed or misstated any material fact.

Print or Type Vendor's Name: [Click or tap here to enter text.](#)

Title of Signee: [Click or tap here to enter text.](#)

Signature of Signee: [Click or tap here to enter text.](#)

Date signed: [Click or tap here to enter text.](#)

EXHIBIT D

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.

[TEMPLATE AGREEMENT BELOW THE BREAK]

CONTRACT FOR {---Type of Service---}

This Contract for {---Type of Service---} ("Contract") is made and entered into by and between Los Angeles County Employees Retirement Association ("LACERA") and {---Company Name---} ("Vendor"), and is effective as of the date shown in Section 5.

Recitals

LACERA seeks the services of a company that offers {---Brief Description of Service---}.

Vendor represents that they offer {---Contract Title---} that LACERA seeks.

[INSERT ADDITIONAL RECITALS AS NEEDED]

Contract

1. Services to be Provided.

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

1.2 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 of Vendor's choice.

1.3 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.

1.4 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.

1.5 Vendor's RFP Proposal, and the Exhibits, Schedules, and Attachments, are incorporated in and made a part of this Agreement by reference. If any conflicts, inconsistencies, or ambiguities should arise between or among this Agreement and the incorporated documents, the following precedence shall be used to interpret the requirements of this Agreement: 1. The terms of this Agreement; and 2. The Vendor's RFP Proposal.

2 Independent Contractor.

2.1 Vendor agrees to perform the Services as an independent contractor and agrees they will be acting at all times as such. Neither party intends, and this Contract may not 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 is not 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.

2.2 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.

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

2.4 Vendor represents and warrants that they comply with all applicable federal, 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. Project Management.

LACERA's Project Director, or designee, has responsibility for determining whether the Services are performed to LACERA's satisfaction. LACERA's Project Director is {---Project Director---}. Vendor shall provide the Project Director with periodic written reports in a form mutually agreed upon by LACERA and the Vendor, and in such quantity as required by LACERA.

4. Indemnification and Insurance.

4.1 Vendor shall indemnify, defend and save harmless LACERA, its agents, officers and employees 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 property damage, including damage to Vendor's property.

4.2. Without limiting Vendor's obligations to indemnify LACERA, Vendor will provide and maintain at its own expense during the term of this Contract the 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:

LACERA
Administrative Services, Vendor Management Group
300 N. Lake Avenue, Suite 650
Pasadena, CA 91101-4199
vendormanagement@lacera.com

4.3 Such certificates or other evidence shall:

4.3.1 Specifically identify this Contract.

4.3.2 Clearly evidence all coverage's required in this Contract.

4.3.3. Contain the express condition that LACERA is to be given written notice by mail at least 45 days in advance of cancellation for all policies, or, alternatively, in the event the insurers 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 of any 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 ability to 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-XX, 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 Vendor resulting from said breach.

4.6 Compensation for LACERA Costs. In the event that Vendor fails to comply with any of 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 against loss 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 Vendor which 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 business operations 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 at least \$2,000,000 per occurrence and an annual aggregate of at least \$4,000,000. 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, extortion and 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 is longer.

4.13.5 Theft and Fraud Coverage. This coverage shall include the costs of theft or 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 {---Effective Date---} (the "Start Date"), and unless terminated for convenience, ends three years after the Start Date. Neither party 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 during the 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 interfere with 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 described in 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 Director, in arrears, by the tenth day of each calendar month for Services performed during the previous calendar month. Each invoice 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 year beginning 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 by LACERA. If LACERA's Project Director disputes any portion of an invoice, however, LACERA will pay the undisputed portion only and notify Vendor in writing of the disputed portion. Vendor and 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 without the 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 that LACERA 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 such information is released. Confidential Information further includes all information related in any way to LACERA provided to Vendor.

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

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

10.1.2 Vendor shall not disclose Confidential Information to any third party without 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 the termination 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 under any project, program or activity supported by this Contract.

Vendor shall take affirmative action to ensure that applicants and employees are treated in 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 of such officer or employee shall be employed in any capacity or in any way remunerated by 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, to be 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 fails to 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 which to 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 by LACERA 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 shall terminate 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 expressly directed by LACERA, Vendor shall take all necessary steps and shall stop services on the date and to the extent specified in the Termination Notice and shall complete services not so terminated.

17. Reserved

18. Disaster Recovery & Business Continuity

Vendor will implement and maintain disaster recovery and business continuity procedures that are reasonably designed to recover data processing systems, data communications facilities, information, data and other business related functions of LACERA in a manner and time frame consistent 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 any data has occurred, and that no data

has been compromised ("Incident"). The attestation shall verify that adequate internal 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 attestation made above. Vendor shall provide the results of penetration tests to LACERA.

19.3 Vendor at its own cost, 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 at its own cost, 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, which means no more than 48 hours after discovery, notify LACERA upon its discovery of any Incident whether such Incident includes LACERA data or not. Such notice shall include the nature and extent of the breach, the type of data compromised, and a summary of mitigation taken.

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 remaining provisions or parts thereof shall nevertheless be binding and enforceable and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable 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 out of 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 or the 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 judgment or 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. The language 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 effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.

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 by the 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.

Remainder of Page Intentionally Left Blank

ATTACHMENT B

FEE SCHEDULE

RESPONDENT MUST PROPOSE A MILESTONE SCHEDULE AND COMPLETION SCHEDULE FOR THE SCOPE OF SERVICES. LACERA RESERVES THE RIGHT TO WITHHOLD ACCEPTANCE OF INCOMPLETE DELIVERABLES AND MILESTONES. INCOMPLETE MILESTONES WILL BE DISPUTED.

EXHIBIT E
SELECTION CRITERIA

The selection criteria below and the weighting schedule of the evaluation factors is a guide only and does not bind or limit LACERA in any way in its selection of vendor(s).

An evaluation committee will review, evaluate, score, and rank all responsive proposals by the evaluation criteria described below. LACERA may invite the highest ranked Respondents for presentations and interviews at which time each will have a limited amount of time to further describe their experience and qualifications, and to answer questions.

Scores will be used merely as an aid in selection and is not binding or determinative on LACERA with respect to the basis for selection. LACERA will evaluate proposals based upon the proven ability of the Respondent to satisfy the requirements in an efficient, cost-effective manner, considering quality of service. LACERA will evaluate responses in its sole discretion.

	CRITERIA	WEIGHT
1	Sole Discretion	100%
2		
3		
4		
5		
6		

EXHIBIT F

DIVERSITY, EQUITY, AND INCLUSION QUESTIONNAIRE

LACERA Due Diligence Regarding Diversity, Equity, and Inclusion

LACERA values **diversity, equity, and inclusion (“DEI”)**, and believes that effectively accessing and managing diverse talent leads to improved outcomes. LACERA takes a broad view of diversity, inclusive of varied backgrounds including, but not limited to, age, experience, race, ethnicity, sexual orientation, gender, gender identity, disability status, national origin, and culture. LACERA expects consultants, vendors, and other third-party providers to respect and reflect LACERA’s value of DEI. LACERA’s ongoing monitoring of third-party service providers incorporates an assessment of vendors’ commitment to, adherence with, and track record of accessing and retaining diverse and inclusive workforces.

SECTION I

COMPANY BACKGROUND

1. Name of your Business
2. Name of person completing this survey
3. Your email address
4. Is your business public or private?
 - a) ☐ Public
 - b) ☐ Private
5. How many full-time employees are at your business?
 - a) ☐ 1
 - b) ☐ 2-4
 - c) ☐ 5-9
 - d) ☐ 10-19
 - e) ☐ 20-49
 - f) ☐ 50-99
 - g) ☐ 100-249
 - h) ☐ 250-499
 - i) ☐ 500-1,499
 - j) ☐ 1,500-4,999
 - k) ☐ 5,000 or more
6. Which of the following best describes the industry your business is in?

- a) ☐ Advertising & Marketing
- b) ☐ Architecture, Construction, Design, & Engineering
- c) ☐ Consulting & Professional Services
- d) ☐ Education
- e) ☐ Entertainment, Sports & Leisure
- f) ☐ Finance & Financial Services
- g) ☐ Government
- h) ☐ Healthcare & Pharmaceuticals
- i) ☐ Hospitality, Hotels & Tourism
- j) ☐ Insurance
- k) ☐ Manufacturing
- l) ☐ Market Research & Other Research
- m) ☐ Non-Profit & Charities
- n) ☐ Retail & Consumer Packaged Goods
- o) ☐ Technology & IT
- p) ☐ Transportation & Delivery
- q) ☐ Utilities, Energy, and Extraction
- r) ☐ Other (please specify)

7. Does your business identify as one of the following diverse supplier classifications?

- a) ☐ No
- b) ☐ Women Business Enterprise (WBE)
- c) ☐ Minority Business Enterprise (MBE)
- d) ☐ Small Business
- e) ☐ Disadvantage Business Enterprise (DBE)
- f) ☐ Veteran-owned Small Business (VOSB)
- g) ☐ Service-Disabled Veteran-owned Small Business (SDVOSB)
- h) ☐ LGBTQ-Owned
- i) ☐ HubZone Small Business
- j) ☐ 8(a) Small Business
- k) ☐ None of the above
- l) ☐ Other (please describe)

8. Please select any of the following certifications your organization has signed or certifications you have received. (Select all that apply.)

- a) ☐ National Minority Supplier Development Council (NMSDC)
- b) ☐ Women's Business Enterprise National Council (WBENC)
- c) ☐ National Gay & Lesbian Chamber of Commerce (NGLCC)
- d) ☐ United States Hispanic Chamber of Commerce (USHCC)

- e) ☐ Asian Pacific American Chamber of Commerce (APAAC)
- f) ☐ Native American Chamber of Commerce (NACC)
- g) ☐ Vets First Certification Program (for veteran-owned small businesses)
- h) ☐ U.S. Business Leadership Network (USBLN, for disabled-owned small businesses)
- i) ☐ None of the above
- j) ☐ Other (please describe)

9. If you answered yes to question 8, please provide LACERA with a copy of the certifications for each diverse supplier classification.

SECTION II

DEI IN THE WORKPLACE

Policy

1. Describe your business's approach to diversity, equity, and inclusion ("DEI") in the workplace and its relation to your strategic objectives.

2. Does your business have a written policy (or policies) addressing workplace DEI ("Policy")? A Policy defines the business's commitment, policies, and practices regarding equal employment opportunity, including the recruitment, development, retention, and promotion of a diverse and inclusive workforce and non-discrimination based on gender, race, ethnicity, sexual orientation, gender identity, age, veteran's status, and other legally protected categories. A Policy (or policies) may be a standalone document or part of a larger business document.

- a) ☐ Yes
- b) ☐ No

If yes, please provide a copy of your business's Policy.

3. Does your Policy address sexual harassment in the workplace?

- a) ☐ Yes
- b) ☐ No

If not, please explain.

4. If your business does not have a written DEI policy, do you commit to promptly adopting and providing a copy of a Policy, if your business is awarded a contract with LACERA?

- a) ☐ Yes
- b) ☐ No

Oversight

1. Who is responsible for overseeing the Policy's implementation? Please provide the name and title. What processes are employed to implement and enforce the business's Policy?
2. Who is responsible for overseeing compliance with the Policy? Please provide the name and title. What processes are employed to promote compliance with the Policy?
3. What oversight, if any, does your business's board and/or executive team exercise regarding the business's DEI policy and efforts?
4. What data, trends, or analysis does the business's board or executive committee receive regarding the business's effectiveness in adhering to DEI policies, objectives, and compliance?
5. Under what circumstances would an allegation of non-compliance with the Policy prompt notification and/or consideration by the business's board or executive committee?

Track Record

1. Has your business been subject to any judicial, regulatory, or other legal findings, formal action, or claims related to equal employment opportunity, workplace discrimination, or sexual harassment during the past twelve years?

- a) ☐ Yes
- b) ☐ No

Please describe.

2. Please identify the number of confidential settlements and/or non-disclosure agreements related to workplace discrimination and/or sexual harassment entered into by your business during the past twelve years. Please describe the nature of each settlement within the terms of the confidential settlement.

Objectives and Compliance Strategies

1. Does your business integrate DEI into executives' performance reviews and/or incentive pay objectives?

- a) ☐ Yes
- b) ☐ No

Please describe.

2. Does your business conduct pay disparity analyses to discern any disparities by gender, race, ethnicity, or other attributes of diversity?

- a) ☐ Yes
- b) ☐ No

Please describe or explain why not.

3. Does your business have a clawback or recoupment policy in place by which workplace misconduct, such as sexual harassment, may trigger the recoupment of incentive pay, awards, bonuses, or other compensation?

a) ☐ Yes

b) ☐ No

4. Does your business provide paid family leave provisions?

a) ☐ Yes

b) ☐ No

If yes, please describe.

5. Please explain any other incentives or risk mitigation strategies your business employs to promote compliance with your DEI policies.

6. How does your business promote an accessible workplace for employees with disabilities?

7. Please describe any DEI objectives or goals your business has.

8. Describe any affiliations or leadership positions related to DEI in the services industry with which your business is involved.

SECTION III

DEI DEMOGRAPHICS AND ATTRIBUTES

1. LACERA seeks to understand the track record of vendors in accessing and retaining talent inclusive of diverse backgrounds.

We invite all businesses to provide the demographics and diversity attributes of their leadership (such as boards or executive committees) and professionals, consistent with applicable laws, regulations, and privacy considerations in the markets in which they operate.

Please complete the attached DEI Demographic worksheet by entering the number of employees for each category (not the percentage of employees). Blank cells will be interpreted as having a value of zero.

Job Categories:

- Board of directors, and CEO, CFO & COO: This row includes all members of the business/organization's governing board (or executive committee), as well as CEO, CFO, COO, or equivalent positions.

- Managers: All professionals who have a role in decision-making that affects all areas of business operations.
- Supervisors: All professionals who have a role to work alongside employees to ensure that they perform tasks that align with the goals managers set.
- Support Staff: All professionals who have a role in supporting the business functions, such as marketing, client service, operations, accounting, IT, and legal.
- If an employee is both, a member of the board of directors or occupies the position of CEO, CFO, or COO, as well as serves as a member of the staff, the individual may be counted in both rows.

The categories have the same definitions as the diversity categories used by the United States Equal Employment Commission (EEOC) in its Employer Report EEO-1.

See www.eeoc.gov/employers/eeo1survey/index.cfm for further information.

2. Is your business willing to provide the business's workforce composition in a similar format on a periodic basis, if awarded a contract with LACERA?

- a) ☐ Yes
b) ☐ No