

May 22, 2024



REQUEST FOR PROPOSAL

Taxonomy & Knowledge Management Consulting

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**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
REQUEST FOR PROPOSAL (RFP)
TAXONOMY & KNOWLEDGE MANAGEMENT CONSULTING
JUNE 14, 2024**

1. INTRODUCTION

1.1. Purpose of Request

The Los Angeles County Employees Retirement Association (“LACERA”) administers a defined benefit retirement plan and Other Post-Employment Benefit Program. LACERA is seeking proposals from qualified firms to provide consulting services to assist LACERA in implementing an enterprise-wide Knowledge Management System to digitally capture, document, organize, and access critical business knowledge and information using appropriate taxonomy. Qualified firms are invited to respond to this RFP (Respondent).

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 190,000 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 is inviting vendors to submit proposals to provide consulting services to assist LACERA in implementing an enterprise-wide Knowledge Management System to digitally capture, document, organize, and access critical business knowledge and information using appropriate taxonomy. The full scope of work is detailed in the next section below.

2. SCOPE OF SERVICES

The three main objectives of this project are:

1. Implement a centralized knowledge database for both internal and external users based on knowledge taxonomy and security controls, which will ensure optimization for use by future AI.
2. Knowledge would include the knowledge from all divisions in the organization which include, policies, operational procedures, law, operating instructions, training guides, templates, business rules, etc.,
3. A defined ongoing maintenance process to ensure accurate and up to date information in the knowledge management system.

The consulting services must include:

1. A review and assessment of LACERA's knowledge assets across all 15 divisions.
2. Develop and implement an organization wide taxonomy and/or ontology to be used for an enterprise-wide knowledge management system including a content tagging plan.
3. Develop a knowledge base implementation plan/roadmap and solution architecture plan.
4. Assist LACERA in obtaining a knowledge management system vendor. This includes assistance with developing the Request for Proposal for the vendor and the requirements for the solution, reviewing vendor proposals, facilitating vendor demonstrations, and recommending a solution and/or vendor. (The project will be multi-year with a goal of selecting a vendor in Q2 2026.)
5. Develop a knowledge base and taxonomy governance plan including roles, responsibilities, and processes required for maintenance and scale.

3. MINIMUM QUALIFICATIONS

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

- Demonstrated expertise in the knowledge management industry with the principal contact having a minimum of 5-years experience in enterprise knowledge management consulting.
- LACERA has over 400 employees. Qualifications must include experience with a pension plan or large government entity with multiple business divisions (15) of a comparable size. Alternatively, demonstrated experience with a similar organization of comparable size and complexity of business operations and processes.

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	June 14, 2024
Intent to Respond due date	June 28, 2024
Written questions from Respondents due date	July 5, 2024
LACERA's response to Respondents' questions	July 12, 2024
Proposal due date	July 26, 2024
Finalist Interviews (estimate)	Q3 2024
Selection Notification (estimate)	Q4 2024
Commencement of work	Upon contract execution

4.2. Response Requirements and Formatting

4.2.1. Respondents to this RFP must submit the following for delivery no later than **5:00 PM PDT** on July 26, 2024, to the Project Manager specified in Section 4.3. below.

4.2.2. One **bound** and one **electronic** copy of the written response to this RFP in hard copy form to:

Eugenia Der
 LACERA
 300 North Lake Avenue, Suite 650
 Pasadena, CA 91101
 eder@lacera.com

Send an electronic copy in PDF or Microsoft Word format via email. If the file is too large to email, it may be submitted on a DVD or USB flash drive).

If Respondent requires any confidential information to be exempt from public disclosure, then submissions should also include one **bound** copy, and one **electronic copy**, each marked "**REDACTED**". 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 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. 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.

4.2.3. Submittals shall be double-sided with text in at least 10-point font, but no larger than 12-point font limited to 40 pages, excluding 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 to all questions in Exhibit C and should contain at a minimum:

4.2.3.1. 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.

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

4.2.3.3. Table of Contents. The response must contain a Table of Contents that identifies the major sub-sections of the Questionnaire.

4.2.3.4. Questionnaire. Provide your response to the enclosed Questionnaire (Exhibit C). Excluding the requested Exhibits and Attachments, your response must not exceed 40 pages. Responses shall be in the prescribed format.

4.2.3.5. 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.

4.2.4. 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.

4.2.5. 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 the 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:

Eugenia Der
Senior Staff Counsel
LACERA
Gateway Plaza
300 North Lake Avenue, Suite 650
Pasadena, CA 91101-4199

Email: eder@lacera.com
Phone: 626-564-6000

4.4. Quiet Period

To ensure that prospective Respondents to this RFP have equal access to information about the RFP and that 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 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, July 5, 2024, and should be emailed to eder@lacera.com. All questions received and responses thereto will be posted on LACERA's website (www.lacera.com) under the "Business Opportunities" section that relates to this RFP (<https://www.lacera.com/who-we-are/business-opportunities>) on or about 5:00 PM PDT, July 12, 2024.

4.6. RFP Scoring and Selection Criteria

RFPs will be scored according to Exhibit G (Selection Criteria). LACERA staff may select Respondents based on the selection criteria or using a combination of onsite interviews and reference verification.

The highest-scoring Respondents may be invited to an interview by LACERA's Board(s). At LACERA's discretion, selected Respondents may be offered the opportunity to present their materials to the Board(s).

4.7. Intent to Respond

If your firm chooses to respond to this RFP, please send the Intent to Respond, Exhibit A, via email to Eugenia Der, by 5:00 p.m. PDT, June 28, 2024.

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 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 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, 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 H (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, the 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, the Vendor Data Security Questionnaire in Exhibit

E), systems penetration testing, and HIPAA Business Associate agreements. Respondents shall inform LACERA in their response if they have any limitations to agreeing to such terms. Respondents who 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 at our sole discretion.

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 2 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:

- 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. The requested information may vary by the 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.

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

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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 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 officers, 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 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 attachment, 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 expertise in the knowledge management industry with the principal contact having a minimum of 5-years experience in enterprise knowledge management consulting.
- LACERA has over 400 employees. Qualifications must include experience with a pension plan or large government entity with multiple business divisions (15) of a comparable size. Alternatively, demonstrated experience with a similar organization of comparable size and complexity of business operations and processes.

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

Authorized Signature

Date

Name and Title (please print)

Name of Company/Firm

EXHIBIT C QUESTIONNAIRE

**(RESPONDENT SHALL USE QUESTIONNAIRE NUMBERING IN ITS
PROPOSAL)**

General Questions

1. Who will serve as the primary contact for this Bid?
2. Please provide a company overview.
3. Where is your company located?
4. How long have you been in business?
5. Please provide your company's mission and/or vision statement.
6. Describe the company structure. (Private, public, partnership, etc.)
7. How many full-time, part-time, and contract employees do you have? (Please provide a breakdown)
8. What awards or recognition has your company received in the last three years?
9. Is your company affiliated with any industry or professional associations?
10. What licenses or certifications does your company hold?
11. Please provide a description and overview of your knowledge management and taxonomy consulting services.
12. Describe your plans for growth over the next 3 years.
13. Is the team available to begin the project upon award?

Customer Questions

1. What is your target customer base?
2. How many customers do you currently serve?
3. What is your customer retention rate?
4. Who are your five biggest customers?
5. What percentage of your revenue comes from the top three accounts?
6. How long is your average customer relationship?
7. Please provide contact information for three customer references.

Functionality and Deliverables Questions

1. Please indicate your ability to meet our requirements.
2. Provide a sample timeline for our outlined deliverables.
3. How are you going to develop a knowledge base implementation plan or solution architecture plan for LACERA?
4. Please provide detailed samples of past projects of how you identified and developed a taxonomy or ontology for one of your past clients.
5. What process do you use to identify and fix deficient knowledge assets?
6. Please provide samples of taxonomy governance plans or policies that you have developed for one of your clients.

Technology Questions

1. Describe your experience and involvement in a knowledge management vendor selection process.
2. Please explain how you evaluate the vendors.
3. Please provide a list of knowledge management solution vendors you have worked with previously.

Experience and Approach Questions

1. What experience do you have working with a pension plan or government entity?
2. Please provide at least three relevant case studies.
3. What resources will be dedicated to our account?
4. Provide brief biographies and project experience for primary contacts assigned to our account.
5. How often will you report our progress and results?
6. What technology do you leverage to ensure excellent customer communication and experience?
7. Provide a list of the standard report options, what each includes, and available formats.
8. How are usage and performance reports provided?
9. What KPIs do you track and report?

10. Describe your approach to continuous process improvement.
11. What methodology or research tools will you use to identify LACERA's knowledge assets.
12. How will you capture implicit/institutional knowledge?

Customer Success Questions

1. How long does it take to implement an organization wide taxonomy/ontology plan for similarly situated organizations?
2. Describe your training and onboarding process.
3. Do you provide training for development and maintenance of knowledge assets?
4. If yes, what training resources do you provide?
5. What is required from a customer to ensure success?
6. Do you have a change management process?
7. What is a successful customer journey from your perspective?
8. Do you conduct quarterly business reviews with customers?
9. How do you provide updates, track progress, and ensure our success?
10. Please provide a list of self-service tools or resources that are available after onboarding.
11. How do you manage customer requests, complaints, concerns, and feedback?
12. Do you use in-house or outsourced resources for customer support?

Pricing Questions

1. Provide a pricing estimate based on the scope described.
2. Please describe your current pricing model/methodology.
3. What are the itemized one-time, startup costs, recurring annual/monthly costs, and billing rates for key team members or classifications?
4. Please list all services and features included in the proposed pricing.
5. What limits are imposed upon users, training hours, professional services, and data storage?
6. At what level do you provide volume discounts?
7. Describe your upgrade process if we need to increase our scope.

8. What are your cancellation and renewal terms?
9. How do you ensure your pricing remains competitive?
10. If you decide to use a third-party vendor, is the cost of the third-party vendor included in your pricing estimate? Please explain and include third-party vendor costs where applicable.

Risk Management Questions

1. Regarding data and privacy, is your organization compliant with the General Data Protection Regulation (GDPR) and California Consumer Privacy Act (CCPA)?
2. Describe your regulatory compliance process.
3. Are you providing a SOC-2 as part of this submittal?
4. Are there any pending legal issues or complaints against your company?
5. Share statistics about technology stability/reliability and downtime.
6. Please provide your business continuity and emergency preparedness plan.
7. How often does the company update and test the continuity and preparedness plans?
8. Is your organization equipped to work remotely?
9. How do you manage price volatility with your suppliers?
10. Describe your approach to staff retention.
11. What is the average turnover rate for the last five years?

**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.

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 the {---Contract Title---} that LACERA seeks.

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.

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 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 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. LACERA's Project Director.

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---}.

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, Risk Management
300 N. Lake Avenue, Suite 650
Pasadena, CA 91101-4199
riskmanagement@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-, 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 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 \$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, 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 on the earlier of (i) full performance of the Services by Vendor and acceptance by LACERA or {---Contract Term Length---} 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 changes not less than ninety (90) days prior to the end of the then current term of the Contract. 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 others 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. SOC-2

SOC-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 handling of Confidential Information and shall address all areas relating to information technology security and 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), 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 the AICPA 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 Type 2 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 the security requirements.

17.3 The scope of the SOC 2 Report shall include work performed by any subcontractors that 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 copy of the final SOC 2 Report(s) to the Project Director 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, LACERA shall 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 provided by 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 to the 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 from future payments to the Vendor.

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 in Section 19.1 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.

EXHIBIT E
VENDOR DATA SECURITY QUESTIONNAIRE

WHERE NO SOC-2 IS AVAILABLE, PLEASE FILL OUT THE ATTACHED
QUESTIONNAIRE.

If selected through this RFP process respondent shall provide an initial security controls assessment in the form attached hereto (**Vendor Data Security Questionnaire**) prior to executing an agreement with LACERA. All subsequent security controls assessments that are required after this first report shall be performed and submitted annually. The answers provided in 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 security control is found to be inadequate, the respondent will develop a remediation plan within 30 days. The respondent will implement the plan and inform LACERA of the change within a mutually agreed upon and reasonable time.

The answers to the Vendor Data Security Questionnaires 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 Vendor Data Security Questionnaire, 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 the respondent along with the implementation date(s) for each remedial action.

If the respondent does not provide a completed annual Vendor Data Security Questionnaire, 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 the respondent. Respondent agrees to allow the independent audit firm to access its facilities for the 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 the same confidentiality requirements supported in this agreement, and any disclosure will be on a need-to-know basis only for the purpose of the Vendor Data Security Questionnaire. LACERA will invoice the respondent for the expense of the report(s) or deduct the cost from future payments to the respondent.



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.](#)

10. 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 F
INTENT TO RESPOND**

Intent to Respond.

If you intend to respond to this RFP, kindly register your business on the [LACERA Vendor Portal](#) site. After registration, please proceed to register as a Respondent to this RFP and submit the required form in the portal no later than 5:00 p.m. PT, Friday, 28 June 2024.

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

Our firm intends to submit a response for LACERA's RFP for Taxonomy & Knowledge Management Consulting.

Please send inquiries to the following contact:

Name: _____

Title: _____

Company: _____

Mailing Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

LACERA Vendor Portal: <https://lacera.cobblestone.software/Gateway/>

**EXHIBIT G
SELECTION CRITERIA**

The selection criteria below and the weighting schedule of the evaluation factors are a guide only and do 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 the selection and are not binding or determinative on LACERA with respect to the basis for selection. LACERA will evaluate proposals based on the proven ability of the Respondent to satisfy the requirements in an efficient, cost-effective manner, considering the quality of service. LACERA will evaluate responses against the following criteria and factors:

LACERA will consider the criteria, without a specific weighting, unless noted below. The balancing of the factors is at LACERA’s sole discretion. LACERA reserves the right to consider factors other than those listed in making its choice.

Criteria	Weight
Experience with developing knowledge management solutions for large organizations including an implementation plan/roadmap and solution architecture plan with appropriate taxonomy and ontology.	40%
Organization and team/project lead experience	20%
Client Services	10%
Availability	10%
Project Management Approach	10%
Reasonableness of fees	10%



Los Angeles County Employees Retirement Association

EXHIBIT H 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
Click or tap here to enter text.

2. Name of person completing this survey
Click or tap here to enter text.

3. Your email address
Click or tap here to enter text.

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

Click or tap here to enter text.

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?
- Click or tap here to enter text.
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?
- Click or tap here to enter text.
3. What oversight, if any, does your business's board and/or executive team exercise regarding the business's DEI policy and efforts?
- Click or tap here to enter text.
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?
- Click or tap here to enter text.

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?

Click or tap here to enter text.

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.

Click or tap here to enter text.

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.

Click or tap here to enter text.

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.

Click or tap here to enter text.

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.

Click or tap here to enter text.

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.

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

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

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

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

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

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

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

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

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

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

Diversity and Inclusion Demographics

Business Name: _____

Job Categories	Hispanic or Latino			Non-Hispanic Or Latino												Other/Undisclosed Race			All								
	Total	M	F	Black or African American			Asian			Native Hawaiian or Other Pacific Islander			American Indian or Alaska Native			Two or More Races			Total	M	F	Total	M	F			
				Total	M	F	Total	M	F	Total	M	F	Total	M	F	Total	M	F									
1 Board of Directors, CEO, CFO, COO, etc.	0			0			0			0			0			0			0			0			0		
2 Managers	0			0			0			0			0			0			0			0			0		
3 Supervisors	0			0			0			0			0			0			0			0			0		
4 Support Staff	0			0			0			0			0			0			0			0			0		
Total Employees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Instructions																											
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.																											
Please complete all columns 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:																											
<ul style="list-style-type: none"> Board of directors, and CEO, CFO & COO: This row includes all members of the business'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 affect 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. 																											

Business Ownership of Attributes Consistent with EEO-1 Categories

		# of Owners	% Ownership
Hispanic or Latino	F		
	M		
	Total	0	0.00%
Black or African American	F		
	M		
	Total	0	0.00%
Asian	F		
	M		
	Total	0	0.00%
Native Hawaiian or Other Pacific Islander	F		
	M		
	Total	0	0.00%
American Indian or Alaska Native	F		
	M		
	Total	0	0.00%
Two or More Races	F		
	M		
	Total	0	0.00%
White	F		
	M		
	Total	0	0.00%
Other Race/Ethnicity	F		
	M		
	Total	0	0.00%
Not disclosed	F		
	M		
	Total	0	0.00%
TOTAL	F	0	0.00%
	M	0	0.00%
	Total	0.00%	0.00%

LACERA invites disclosure of any diversity attributes among your business's ownership (where applicable) and the percentage of ownership of each individual. LACERA takes a broad view of diversity (inclusive of gender, race and ethnicity, sexual orientation, gender identity, disability, and other attributes). We invite you to describe how your business defines diversity in your ownership profile.