

# REQUEST FOR PROPOSAL

**Knowledge Management Solution** 

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# **TABLE OF CONTENTS**

1.	INTRODUCTION	3
2.	SCOPE OF SERVICES	4
3.	MINIMUM QUALIFICATIONS	35
4.	INSTRUCTIONS TO RESPONDENTS	36
5.	NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT AND RALPH M. BROWN ACT	39
6.	DIVERSITY, EQUITY, AND INCLUSION	40
7.	NOTICE TO RESPONDENTS REGARDING LACERA DATA PROTECTION	41
8.	CONTRACT NEGOTIATIONS	41
9.	RESERVATIONS BY LACERA	42
	EXHIBITS LIST	
E	XHIBIT A – PROPOSAL COVER PAGE AND CHECKLIST	44
E	XHIBIT B - MINIMUM QUALIFICATIONS CERTIFICATION	45
E	XHIBIT C – QUESTIONNAIRE	46
E	XHIBIT D –AGREEMENT FOR SERVICES	51
E	XHIBIT E – IT SECURITY CONTROLS	62
E	XHIBIT F – INTENT TO RESPOND	68
E	XHIBIT G –SELECTION CRITERIA	69
	XHIBIT H – DIVERSITY, EQUITY, AND INCLUSION UESTIONNAIRE	70

# LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION REQUEST FOR PROPOSAL (RFP) KNOWLEDGE MANAGEMENT SOLUTION OCTOBER 17, 2025

#### 1. **INTRODUCTION**

# 1.1. Purpose of Request

The Los Angeles County Employees Retirement Association (LACERA), an over \$90 billion public pension fund, is seeking proposals from qualified firms to provide an enterprise-wide knowledge management solution to digitally capture, document, organize, and access critical business knowledge and information. LACERA invites qualified firms 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.), the Internal Revenue Code, LACERA's Regulations 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 199,000 members, including approximately 100,000 active members and 66,000 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 an enterprise-wide knowledge management solution that will digitally capture, document, organize, and access critical business knowledge and information. The full scope of work is detailed in the next section below.

For additional information about LACERA, please refer to LACERA's Annual Financial Report, which is posted on the LACERA website, www.lacera.gov, in the "Investments" section.

# 2. SCOPE OF SERVICES

LACERA is seeking a knowledge management (KM) solution that will support taxonomy management and provide a search and insight engine across their knowledge assets. It should include review and approval workflows that can enable basic content management including tagging and classification. LACERA anticipates the KM application **will complement** their existing Microsoft 365 E5 plan which has been scoped to support 600 LACERA end users. The knowledge base must also be able to integrate with AI solutions (such as chatbots, etc.) allowing internal staff and external members to access a common knowledge base as permitted by asset sensitivity limitations.

LACERA has identified a comprehensive list of functional requirements itemized in Table 1 and prioritized them. The KM solution should address as many of these requirements as possible, but LACERA does not require all the functional requirements to be met. The technical requirements are itemized in Table 2. The KM solution **must comply** with all the "Must" prioritized technical requirements.

#### 2.1. Potential Solution Architectures

- 1. The KM solution may be fully based on Microsoft 365 E5. In this case, LACERA anticipates the proposal would be to implement the KM solution by configuring Microsoft 365 E5 and supplementing its functionality using Power Automate, SharePoint Framework (SPFx), Power Apps, Microsoft Graph API, Microsoft Teams Apps and Bots, and/or Office Add-Ins as needed,
- 2. The solution may integrate third party applications to provide functionality that is not currently available in Microsoft 365. In this case, the KM solution based on Microsoft 365 would be integrated with one or more third-party applications to provide more functionality. The KM solution would need to include integration of third-party applications with Microsoft 365.
- 3. The solution may be based on a platform other than Microsoft. In this case, the KM solution is independent of Microsoft 365 and particularly, SharePoint is no longer the primary repository. The KM solution would need to include knowledge assets that are developed using Microsoft 365 as well as the existing SharePoint apps in scope.

KM solutions may be proposed that are based on any of these solution architectures. If third-party applications are required, these need to be included in the proposal. Proposals need to include configuration, development, and system integration services. **This request for proposals is for the entire KM solution.** 

#### 2.2. FUNCTIONAL REQUIREMENTS

The KM solution functional requirements are divided into three areas. These are: 1) Asset creation, storage and management, 2) Taxonomy management, and 3) End-use applications. Please indicate which requirements your KM solution meets and which ones it does not meet in the Vendor Response column. Add comments to clarify responses as necessary, for example, available OOB, under development/on the roadmap, requires integration with 3rd party application, requires custom development. The priorities are defined as follows: **Must** = Requirements that are critical and necessary for the solution; **Should** = Requirements that are important and needed for an optimal solution but not necessary; **Could** = Requirements that are desirable or nice to have but less important; **Won't** = Requirements that may be considered in the future.

#	Section	Requirement	Description	Priority	Vendor Response
1	Asset Creation, Storage & Management				
1.1	Access Control				
1.1.1		Custom roles	Ability to create custom roles.	Should	
1.1.2		Object-level permissions	Ability to limit permissions to specific assets, folders, asset types etc.	Must	
1.1.3		Ownership Assignment	Ability to assign and change ownership of an asset.	Must	
1.1.4		Permissions integrity	Ability to detect and resolve permission conflicts.	Must	
1.1.5		Reporting	Ability to generate reports showing user permissions and access levels.	Must	
1.1.6		Role assignment	Ability to give permissions to individuals or groups.	Should	
1.1.7		Role-based access control	Ability to control who can create, upload, edit, review, approve, publish, and delete assets (e.g., Contributors, Reviewers, Publishers, Admins, Viewers, Owners).	Must	
1.1.8		Status-based permissions	Ability to limit permissions based on asset status (e.g. draft, published).	Must	

#	Section	Requirement	Description	Priority	Vendor Response
1.2	Asset Storage				
1.2.1		Ability to store asset component metadata		Should	
1.2.2		Ability to store asset components		Should	
1.2.3		Ability to store asset metadata		Must	
1.2.4		Ability to store audio	Includes ability to access and play audio	Must	
1.2.5		Ability to store comments and threads	Ability to store comments related to a knowledge asset	Should	
1.2.6		Ability to store documents		Must	
1.2.7		Ability to store groups of assets	E.g. folders, document sets, complex assets	Should	
1.2.8		Ability to store images	Includes ability to access image	Must	
1.2.9		Ability to store large assets		Should	
1.2.10		Ability to store links to external assets		Must	
1.2.11		Ability to store people profiles		Should	
1.2.12		Ability to store relationships between assets		Should	
1.2.13		Ability to store video	Includes ability to access and play video	Must	

#	Section	Requirement	Description	Priority	Vendor Response
1.2.14		Ability to store		Must	
		web pages			
1.2.15		Reporting	Ability to generate and export content	Must	
			inventory		
1.3	Asset Processing/ Enhancement				
1.3.1		Link validation	Check validity of embedded URLs during upload/save.	Should	
1.3.2		OCR (Optical	Ability to extract text from assets	Could	
		Character	(OCR for images/PDFs) for search		
		Recognition)	indexing.		
1.3.3		Thumbnail	Ability to auto-generate preview	Should	
		generation	thumbnails for		
1.4	Accet Overtion 0		images/videos/documents.		
1.4	Asset Creation & Upload				
1.4.1		Ability to change	Ability to change status of an asset to	Must	
		status of an asset	trigger the next step in a workflow, e.g.		
			"needs review", "ready for review",		
			"ready for approval", 'ready for publication" or the status to be		
			automatically updated by the		
			assignment of the next workflow step.		
1.4.2		Auto-save	Auto-saving assets during	Should	
			creation/editing to prevent data loss.		
1.4.3		Bulk upload	Capability to upload multiple files	Must	
			simultaneously.		
1.4.4		Content	Insert components into assets using	Could	
		component	reference (rather than copy-paste) so		
		referencing	that updates are automatically		
			propagated.		

#	Section	Requirement	Description	Priority	Vendor Response
1.4.5		Content	Ability to create components that can	Should	
		component reuse	be reused in different assets.		
1.4.6		Content models	Ability to create templates using	Could	
			content components.		
1.4.7		Drag-and-drop	Ability to drag components and drop	Could	
		asset assembly	them into templates.		
1.4.8		In-tool content	Integrated rich-text (WYSIWYG) editor	Should	
		creation	for creating assets directly within the		
			KB platform.		
1.4.9		Scheduled asset	Ability to select a date/time when an	Must	
		publishing	asset is to be published.	-	
1.4.10		Success/failure	Confirmation messages upon	Should	
		feedback	successful upload/creation or		
			detailed error messages if a failure		
1 1 11		Tompletee	OCCUrs.	Must	
1.4.11		Templates	Ability to create and use predefined templates.	Must	
1.4.12		Upload individual	User-friendly drag-and-drop and/or	Must	
1.4.12		assets	file browser upload mechanism.	Must	
1.5	Collaboration	433013	me browser uptodu meenamsm.		
	Collaboration	Alorto for	Alarting mach aniam for avardua	Must	
1.5.1		Alerts for workflow delays	Alerting mechanism for overdue workflow tasks.	Must	
1.5.2		Asset creation	Ability to execute basic content	Must	
		workflows	management workflow with at least		
			draft-review-revise-review-approve-		
			publish steps.		
1.5.3		Commenting	Ability to add and see comments	Should	
			related to an asset.		
1.5.4		Custom	Ability to create custom workflows.	Should	
		workflows			
1.5.5		Discussion	Ability to respond to comments and	Should	
		threads	view discussion threads.		

#	Section	Requirement	Description	Priority	Vendor Response
1.5.6		Real-time co- editing	Ability for multiple individuals to work on the same asset with changes appearing instantly for all collaborators and conflict prevention.	Should	
1.5.7		Review assigned tasks	Ability for users to see tasks assigned to them.	Must	
1.5.8		Task due dates	Ability to specify due dates for assigned tasks.	Must	
1.5.9		Workflow task assignment	Ability to assign the next step in the creation process to one or more specific individuals.	Should	
1.5.10		Workflow task notifications	Notifications automatically sent to persons assigned a new task.	Must	
1.5.11		User feedback notifications	Ability to receive and process feedback from end-users.	Must	
1.6	Asset Description, Organization & Management				
1.6.1		Access to taxonomy while tagging	Ability to browse, search, and select taxonomy concepts and assign them as tags to an asset.	Must	
1.6.2		Archiving	Ability to archive outdated assets.	Must	
1.6.3		Asset linking	Ability to create relationships between assets.	Should	
1.6.4		Asset profiles	Ability to define metadata schemas (profiles) for specific types of assets.	Should	
1.6.5		Audience targeting	Ability to promote specific assets to specific groups of users.	Could	

#	Section	Requirement	Description	Priority	Vendor Response
1.6.6		Automatically updated metadata values when concepts get merged	Automatically updated metadata values (tags) when concepts get merged.	Should	
1.6.7		Automatically updated metadata when the preferred label gets changed	Automatically updated metadata values (tags) when the preferred label gets changed.	Should	
1.6.8		Basic metadata extraction on creation/upload	Ability to extract and preserve basic metadata such as file type, size, creation/upload date, creator, etc.	Must	
1.6.9		Component tagging	Ability to tag asset components.	Should	
1.6.10		Custom metadata elements	Possibility to create custom metadata elements of standard data types, including calculated values.	Must	
1.6.11		Default values	Ability to set default values for metadata elements.	Should	
1.6.12		Deletion	Ability to restrict asset deletion to special cases e.g. asset not published, or asset not saved past the draft state).	Should	
1.6.13		Dependency tracking	Ability to prevent deletion of assets with relationship/dependency on other assets.	Must	
1.6.14		Folder hierarchies	Ability to organize assets into folder hierarchies.	Should	

#	Section	Requirement	Description	Priority	Vendor Response
1.6.15		Grouping assets	Ability to organize assets into different groupings (collections, document sets etc.).	Could	
1.6.16		Manual override of calculated values	Ability to manually change values of calculated metadata values.	Could	
1.6.17		Metadata element constraints	Ability to put constraints on custom metadata (mandatory, single-value etc.)	Must	
1.6.18		Metadata elements using controlled values	Possibility to create custom metadata elements that use values from a taxonomy or another pre-defined list of values.	Must	
1.6.19		Required field validation	Ensure mandatory fields are populated before an asset gets saved or published.	Should	
1.6.20		Search, sort, and filtering	Ability for asset creators to sort, filter, and search assets.	Must	
1.6.21		Semi-automated tagging	Ability to automatically suggest tags for an asset that the user can accept or reject.	Could	
1.6.22		Similar content detection	Ability to automatically detect similar assets.	Should	
1.6.23		Tag inheritance	Ability to automatically add tags based on asset location in a specific folder.	Should	
1.7	Asset Version Control				
1.7.1		Ability to view, compare, and restore previous versions	Ability to view, compare, and restore previous versions.	Must	

#	Section	Requirement	Description	Priority	Vendor Response
1.7.2		Automatic versioning	Automatic versioning upon creation/upload and update.	Must	
1.7.3		Immutable published versions	Ability to prevent edits to published asset; each modification creates a new version.	Must	
1.7.4		Major and minor versions	Ability to manually specify major versions of an asset.	Should	
1.8	Compliance				
1.8.1		Immutable audit trails	Tamper-proof logs tracking all steps in the creation and management process.	Must	
1.8.2		Legal hold functionality	Ability to suspend deletion of specific assets for litigation/audits.	Must	
1.8.3		PII/PHI	Automatic detection/redaction of Personally Identifiable Information (PII) or Protected Health Information (PHI).	Should	
1.9	Integration				
1.9.1		Easy integration with end-user UI	Ability to receive user feedback from end-user UI	Must	
1.9.2		Easy integration with records management system	Ability to treat and manage knowledge assets as records.	Should	
1.9.3		Easy integration with search engine used in end-user UI	Ability to make contents (assets and metadata) available in end-user UI.	Must	

#	Section	Requirement	Description	Priority	Vendor Response
1.9.4		Easy integration with TMS (Taxonomy Management System)	Ability to retrieve and use specific vocabularies while tagging.	Must	
1.9.5		Export	Ability to export assets and metadata in a format that can easily be imported to other repositories.	Must	
1.9.6		Integration with MS Active directory	Ability to integrate with MS Active Directory.	Must	
1.10	Reporting & Analytics				
1.10.1		Advanced report delivery options	Dashboards, filters and/or drag-and- drop report builder for ad-hoc reports, real-time alerts, scheduled PDF/Excel reports emailed, exports/APIs for BI tools, etc.	Could	
1.10.2		Assets tagged by specific concepts/terms	To assess impact of proposed taxonomy changes and retag if needed.	Must	
1.10.3		Audit trail reports	Change history, access logs for sensitive assets, etc.	Must	
1.10.4		Component usage reports	Ability to identify all assets where a specific component is used.	Should	
1.10.5		Contribution and workflow reports	Author productivity, workflow bottlenecks, etc.	Could	
1.10.6		Custom reports	Ability to generate custom reports.	Should	
1.10.7		Policy adherence	Percentage of assets missing mandatory metadata, unreviewed assets past due date, etc.	Must	

#	Section	Requirement	Description	Priority	Vendor Response
1.10.8		Tagging completeness	Untagged content types, tagging completeness per division, per metadata element, etc.	Could	
1.10.9		Taxonomy term usage	Use of specific terms/concepts and vocabularies in asset metadata.	Must	
1.11	Support for Knowledge Capturing				
1.11.1		Al-Enhanced Knowledge Extraction	Use of generative AI to summarize large assets or groups of assets or generate answers to questions.	Could	
1.11.2		Audio-visual recording	Tools for recording explanations of complex cases, discussions, whiteboard sessions, or postmortems.	Future	
1.11.3		Commenting and annotation	Ability for end-users users to comment existing assets.	Could	
1.11.4		Enterprise social media integration	Ability to integrate tools like MS Teams channels into KB.	Could	
1.11.5		Expert finder	Ability to add expertise to user profiles and search for experts on specific topics.	Could	
1.11.6		Live chat integration	Ability for users to ask questions and experts to answer them in a threaded discussion.	Future	
1.11.7		Process step annotations	Ability to allow users to add notes and tips to checklists, SOPs, or workflows.	Could	
1.11.8		Structured interview templates	Templates for capturing lessons learned, best practices, and reasoning behind decisions.	Could	

#	Section	Requirement	Description	Priority	Vendor Response
1.11.9		Threaded Q&A	Ability for users to ask questions and experts to answer them in real-time conversations.	Future	
2	Taxonomy Management				
2.1	Access Control				
2.1.1		Object-level permissions	Allow assignment of roles/permissions to specific vocabularies.	Must	
2.1.2		Role-based permissions	Provide at least viewer, contributor, and administrator role.	Must	
2.1.3		Users with view permissions can provide suggestions		Could	
2.1.4		View permissions for all LACERA employees	View permissions can be assigned to all LACERA employees with no need for additional licenses or manual addition of new users.	Could	
2.2	Taxonomy Modelling				
2.2.1		Advanced definitions for classes and properties	Ability to create custom constraints and rules when defining classes and properties.	Could	
2.2.2		Basic TMS functionality	Ability to create, view, edit, and delete vocabularies, terms/concepts, hierarchical and associative relationships, equivalence relationships or synonym rings, and notes.	Must	

#	Section	Requirement	Description	Priority	Vendor Response
2.2.3		Collections	Ability to create taxonomy term collections	Could	
2.2.4		Custom business rules	Ability to specify and enforce custom business rules for specific vocabularies or taxonomy) (e.g. disallow duplicate alternative labels, polyhierarchy, etc.)	Could	
2.2.5		Custom properties	Ability to create and use custom properties (attributes and relationships) for concepts and vocabularies.	Could	
2.2.6		Ontology creation and management	Ability to create and manage ontologies.	Could	
2.2.7		OWL support	Ability to create and manage OWL ontologies to support machine reasoning. (Note: OWL - Web Ontology Language is a W3C standard, the de facto standard for ontologies)	Could	
2.2.8		Polyhierarchy support	Ability for a term/concept to have more than one parent in the same vocabulary.	Should	
2.2.9		Reuse of taxonomy terms in other vocabularies	Ability to reuse taxonomy terms in other vocabularies.	Must	
2.2.10		SKOS support	Support creation and management of SKOS-compliant taxonomies. (Note: SKOS - Simple Knowledge Organization Scheme is a W3C standard, the de facto standard for taxonomies)	Should	

#	Section	Requirement	Description	Priority	Vendor Response
2.2.11		Special characters	System allows use of special characters (ampersand, asterisk, punctuation, etc.) in labels.	Should	
2.2.12		System-enforced taxonomy business rules	System-enforced taxonomy integrity (automatically created inverse relationships, prevention of orphans or endless loops, etc.)	Must	
2.2.13		Unique IDs	Each object (concept, vocabulary, class etc.) has a unique ID that is not its preferred label.	Must	
2.3	Taxonomy Management				
2.3.1		Alphabetical view of taxonomy terms	Ability to view alphabetically listed taxonomy terms.	Could	
2.3.2		Automated mapping of new terms	Ability to automatically suggest mapping to existing taxonomy terms or reinstatement of deprecated or deleted concepts when a new term is entered.	Could	
2.3.3		Bulk-editing	Ability to select a subset of terms/concepts to perform a bulk update e.g. update definitions, deprecate.	Could	
2.3.4		Change logs	Ability to track changes to a term/concept and view the change history.	Must	
2.3.5		Concept mapping	Ability to create mappings between concepts in different taxonomies.	Could	
2.3.6		Copy vocabularies	Ability to make a copy of a vocabulary.	Could	

#	Section	Requirement	Description	Priority	Vendor Response
2.3.7		Copy vocabulary parts	Ability to copy and paste a section of a vocabulary.	Should	
2.3.8		Custom dictionaries	Ability to customize the dictionary used for synonym expansion.	Could	
2.3.9		Custom ordering of taxonomy terms within a facet	Ability to put sibling terms in a facet in desired order (alphabetical vs. custom for e.g. process steps or months)	Could	
2.3.10		Deletion	Ability to delete concepts or vocabularies that do not need to be retained for any purpose.	Should	
2.3.11		Deprecation	Ability to prevent further usage of specified taxonomy terms or vocabularies.	Must	
2.3.12		Drag-and-drop	Ability to move individual terms/concepts or vocabulary branches to a different location in the tree or into a new relationship using drag and drop.	Should	
2.3.13		Label validation	Ability to detect and warn users of duplicate preferred labels.	Should	
2.3.14		Reinstate deprecated or deleted terms/concepts	Ability to reactivate a deprecated or deleted term/concept.	Should	
2.3.15		SPARQL queries	Ability for advanced users to run SPARQL queries. (Note: SPARQL is a semantic query language for databases)	Could	
2.3.16		Spell-checking	Ability to detect spelling errors and warn users.	Should	

#	Section	Requirement	Description	Priority	Vendor Response
2.3.17		Taxonomy search	Powerful search functionality including search on properties and relationships.	Must	
2.3.18		Unwanted blanks	Ability to detect and remove trailing and leading blanks or multiple white spaces between words.	Could	
2.3.19		Version control	Ability to revert back to an earlier version of a concept, vocabulary, or taxonomy.	Should	
2.3.20		Visualization	Ability to graphically display taxonomy term semantic relationships.	Could	
2.3.21		Working vs. published versions	Ability to create a working version of a vocabulary for major changes while the previous published version is in use.	Should	
2.4	Collaboration				
2.4.1		Alerts for workflow delays	Alerting mechanism for overdue workflow tasks.	Could	
2.4.2		Custom workflows	Ability to create custom workflows.	Could	
2.4.3		Discussion threads	Ability to respond to suggestions and view discussion threads.	Could	
2.4.4		Review assigned tasks	Ability for users to see tasks assigned to them.	Must	
2.4.5		Suggestions	Ability to receive suggestions for additions or changes.	Could	
2.4.6		Task due dates	Ability to specify due dates for assigned tasks.	Could	
2.4.7		Voting on suggestions	Ability for users to vote on suggestions for new assets in order to help assess the need.	Should	

#	Section	Requirement	Description	Priority	Vendor Response
2.4.8		Workflow task assignment	Ability to assign tasks to one or more specific individuals.	Could	
2.4.9		Workflow task notifications	Notifications automatically sent to persons assigned a new task.	Should	
2.4.10		Workflows	Ability to execute workflows (review-revise-approve).	Should	
2.5	Integration				
2.5.1		Easy integration with other systems	APIs, web services, OOB connectors for easy integration with repositories and search tools, and specifically with the asset management tool, search engine, and member-facing chatbot.	Must	
2.5.2		Easy integration with SharePoint	Ability to use taxonomies and TMS functionality to improve metadata, tagging, search in SharePoint.	Must	
2.5.3		Integration with MS Active directory	Ability to integrate with MS Active Directory.	Must	
2.5.4		Ontology export	Ability to export ontologies from standard formats: XLS, CSV, XML, Turtle, JSON-LD, etc.	Should	
2.5.5		Ontology import	Ability to import ontologies from standard formats: XLS, CSV, XML, Turtle, JSON-LD, etc.	Should	
2.5.6		Taxonomy export	Ability to export taxonomies from standard formats: XLS, CSV, XML, Turtle, JSON-LD, etc.	Should	
2.5.7		Taxonomy import	Ability to import taxonomies from standard formats: XLS, CSV, RDF-XML, Turtle, JSON-LD, etc.	Should	

#	Section	Requirement	Description	Priority	Vendor Response
2.6	Reporting & Analytics				
2.6.1		Active links to taxonomy terms	Reports to include active links to taxonomy term records.	Should	
2.6.2		Custom reports	Ability to create and generate custom reports.	Should	
2.6.3		Potential duplicates	Ability to detect and report on potential duplicate concepts (e.g. laptop and notebook).	Could	
2.6.4		Save custom report queries	Ability to save custom queries and rerun them as needed.	Should	
2.6.5		Standard reports	Out-of-box reports on basic taxonomy metrics.	Must	
2.6.6		Structural reports	Ability to report on orphans, polyhierarchy instances, duplicate alternative labels, depth, number of narrower concepts, etc.	Should	
2.6.7		User activity reports	Ability to report on frequency of changes per user, delays in workflows, etc.	Could	
3	End-User Application				
3.1	Access Control				
3.1.1		Administrator role	Ability to assign admin role to individuals (e.g. for search configuration, analytics, semantic features).	Must	
3.1.2		End-user profiles	Ability to set up each user with their business unit and job role.	Should	
3.2	UI				

#	Section	Requirement	Description	Priority	Vendor Response
3.2.1		Ability to both browse and search	Possibility for users to locate assets through search and browsing.	Must	
3.2.2		Browse content using taxonomy tree	Possibility to look for asset by browsing the taxonomy tree.	Could	
3.2.3		Personalization	Possibility to personalize the home page.	Could	
3.2.4		Promoted assets	Possibility to prominently display new assets relevant to a specific user based on division, job roles, and self-entered interests.	Could	
3.2.5		Subscribe to notifications	Ability for a user to subscribe to specific assets, asset types or folders to get notified of any additions or changes.	Should	
3.2.6		User feedback	New asset suggestions, asset commenting, feedback on search, etc.	Should	
3.2.7		User profile editing	Ability for a user to edit their profile and add areas/asset types of interest.	Could	
3.3	Search Scope				
3.3.1		Additional search scopes	Ability to extend search to additional sources (e.g. allow simultaneous search in e.g. Workspace, SOL, SharePoint, WWW).	Could	
3.3.2		Audio-visual content search	Ability to transcribe audio and video files and search the transcriptions.	Could	
3.3.3		Full-text search	Ability to search the full-text of assets.	Must	
3.3.4		Image content search	Ability to recognize objects and text in images and retrieve in response to user queries.	Future	

#	Section	Requirement	Description	Priority	Vendor Response
3.3.5		Metadata search	Ability to search metadata assigned to assets.	Must	
3.3.6		People search	Ability to search people profiles to find experts for specific areas.	Should	
3.4	Search Expression				
3.4.1		Boolean search	Ability to combine search criteria using AND, OR, NOT.	Must	
3.4.2		Concept browser	Ability to browse a visual display of taxonomy concept/term relationships and click a node to get all results tagged with that concept/term.	Could	
3.4.3		Left-hand truncation		Could	
3.4.4		Metadata querying	Ability to search on values of different metadata elements.	Must	
3.4.5		Natural language queries	Ability to use natural language to formulate queries/ask questions.	Could	
3.4.6		Phrase search		Should	
3.4.7		Pre-defined queries (saved search)	Ability to save queries and run them again when needed.	Should	
3.4.8		Proximity search	Ability to specify that two search term need to be close to one another (or within a specified distance) in the asset text.	Could	
3.4.9		Query suggestions (auto-complete)	Suggest query (auto-complete) as the user starts typing in the search box.	Could	
3.4.10		Right-hand truncation		Should	
3.4.11		Search within results	Limit search to the results of previous search	Could	

#	Section	Requirement	Description	Priority	Vendor Response
3.4.12		Similarity search	Ability to provide a link or upload a file to search for similar assets.	Could	
3.4.13		Spellchecking	Detect spelling errors in a query and ask user whether to correct it ("did you mean?")	Should	
3.4.14		Visual input	Ability to upload an image in a search box and get related results.	Could	
3.4.15		Voice input	Ability to use voice to formulate queries.	Could	
3.4.16		Wildcard (in the middle)		Could	
3.5	Search Result Display				
3.5.1		Filtering	Ability to filter search results on metadata fields.	Must	
3.5.2		Hierarchical filters	Ability to navigate the hierarchy and select any node for metadata that use the taxonomy as the controlled vocabulary.	Must	
3.5.3		Multi-select filters	Ability to select more than one value for the same metadata element.	Should	
3.5.4		Related searches	Ability to display queries related to the current user query.	Could	
3.5.5		Save search results	Ability to save search results.	Could	
3.5.6		Search result display customization	Ability for an admin to customize search result display.	Should	
3.5.7		Search results export	Ability to export search results.	Could	
3.5.8		Search-result preview	Ability to see a preview of a search result.	Should	

#	Section	Requirement	Description	Priority	Vendor Response
3.5.9		Security trimming control	Ability to allow users to see assets to which they have no access, so that they know these exist and may request access.	Could	
3.5.10		Security trimming of search results	Users see in search results only those assets for which they have permissions.	Should	
3.5.11		Sorting	Ability to sort search results by various criteria (e.g. relevance, date, etc.)	Must	
3.5.12		User ability to customize search result display	Ability for each end-user to customize search result display.	Could	
3.5.13		Visual filters	E.g. ability to filter on publication date by selecting a period using a "slider" on a time graph.	Could	
3.6	Semantic Features				
3.6.1		Ability to leverage ontology	Ability to leverage a custom ontology to provide relevant results.	Could	
3.6.2		Concept extraction/ recognition	Ability to recognize concepts in queries and use it to provide more relevant results.	Could	
3.6.3		Disambiguation	When a user enters a search term that has a homonym, ask which of the meanings they had in mind (e.g., cobra the legislation vs. the cobra the snake)	Could	
3.6.4		Entity recognition	Ability to recognize named entities in queries and use them to provide more relevant results.	Could	
3.6.5		Expansion with synonyms	Automatically expand search with synonyms of user-entered term(s).	Should	

#	Section	Requirement	Description	Priority	Vendor Response
3.6.6		Prevent expansion with synonyms	Ability for a user to prevent expansion with synonyms when needed.	Should	
3.6.7		Query intent detection	Ability to detect the user's goal when performing a query and consider it in relevance ranking.	Should	
3.6.8		Question answering/ Summarization	Ability to provide answers to a user's question (not just produce a list of search results) by processing content of assets and generating a narrative response.	Could	
3.6.9		Related content discovery	Ability to offer users the possibility to explore related content based on taxonomy or asset relationships.	Could	
3.7	Search Configuration & Relevance Tuning				
3.7.1		Ability to leverage custom taxonomy	Ability to leverage synonyms and relationships from custom taxonomy.	Should	
3.7.2		Best bets	Ability for an admin to assign and promote specific assets as most relevant for specific query terms.	Could	
3.7.3		Custom dictionaries	Ability to customize dictionaries leveraged by search (e.g. for synonym expansion, stemming, lemmatization).	Should	
3.7.4		Manual tuning	Ability for an admin to manually make adjustments to improve search results.	Should	
3.7.5		Popularity based tuning	Ability to use asset popularity to optimize relevance of search results.	Could	

#	Section	Requirement	Description	Priority	Vendor Response
3.7.6		Search Configuration	Ability for an admin to configure search scope, parameters, logic, result display etc.	Must	
3.7.7		Search history- based tuning	Ability to use past queries to optimize the relevance of search results.	Could	
3.7.8		User activity- based tuning	Ability to use previous user interactions with search results to optimize relevance.	Could	
3.7.9		User-feedback based tuning	Ability to optimize relevance of search results based on user feedback (Was this helpful?)	Could	
3.8	Personalization				
3.8.1		Admin-controlled	Ability for an admin to control which parameters are used for result personalization.	Could	
3.8.2		Interest-based	Ability to optimize search results based on user's interests.	Could	
3.8.3		Role-based	Ability to optimize search results based on user role and department.	Could	
3.8.4		User-controlled	Ability for a user to control which parameters are used for result personalization.	Could	
3.9	Integration (Functional)		See also Technical Requirements 8.		
3.9.1		Easy integration with additional content sources	APIs, OOB connectors, etc.	Could	
3.9.2		Easy integration with asset management system		Must	

#	Section	Requirement	Description	Priority	Vendor Response
3.9.3		Easy integration with SharePoint	Ability to index, search, and display SharePoint content	Must	
3.9.4		Easy integration with taxonomy management tool		Should	
3.9.5		Integration with MS Active directory	Ability to integrate with MS Active Directory.	Must	
3.9.6		Integration with member-facing chatbot.	Ability for Genesys to access member-facing content in knowledge base.	Must	
3.10	Reporting & Analytics				
3.10.1		Asset-level tracking	Ability to track and report on asset views, downloads, time spent per asset, search terms leading to assets, user ratings/feedback, etc.	Should	
3.10.2		Click position	Ability to report on the average or most frequent position on a search engine results page (SERP) where users click on a specific result for a given search query.	Should	
3.10.3		No-result searches	Ability to report on terms that returned no search results.	Must	
3.10.4		Search filter usage	Frequency of using specific metadata elements for filtering search results.	Should	
3.10.5		Searches on alternative labels	Frequency of searching on specific synonyms compared to searches on the preferred label.	Could	
3.10.6		Searches rising in frequency	Searches rising in frequency within a specific period.	Could	

#	Section	Requirement	Description	Priority	Vendor Response
3.10.7		Top clicks	Ability to report on the frequency of clicks on specific assets retrieved by specific queries.	Should	
3.10.8		Top searches	Ability to report on the frequency of searches on specific terms within a given period.	Must	

Table 1. LACERA KM Solution functional requirements.

# 2.3. TECHNICAL REQUIREMENTS

The KM solution functional requirements are divided into the following areas: 1) Audit and security, 2) Performance and scalability, 3) Reliability and availability, 4) Ethics and compliance, 5) Usability, 6) Architecture, 7) Service and support, 8) Integration, and 9) User interface. Please confirm that your KM solution meets all the "Must" prioritized requirements and add any comments as necessary.

#	Section	Requirement	Description	Priority	Vendor Response
1	Audit and Security				
1.1		Auditability	Maintains audit logging to record all user activities, access attempts, and configuration changes.	Must	
1.2		Authentication/Authorization	Verifies identify of users accessing software platform and supports Microsoft Single Sign-On (SSO) for secure and seamless user authentication.	Must	
1.3		Data encryption	Provides encryption for data in transit and at rest using industry-standard protocols	Must	
1.4		Sensitivity labeling	Ability to automate assignment of sensitivity labels and automatically enforce security policies, such as restricting access or encrypting the document, based on the sensitivity label.	Must	
1.5		System administration	Allows the system administrator to:  • Configure control access to the application, modules, transactions, data and reports  • Define access rights (e.g. create, read, update, delete) by user ID or functional role  • Define functional access rights (e.g. processes, screens, fields, and reports) by user ID or functional role  • Restrict access to sensitive data elements (e.g. social security numbers, banking data, etc.) by user ID, user groups or functional role	Must	

#	Section	Requirement	Description	Priority	Vendor Response
1.6		Vulnerability management	Adheres to LACERA's Vulnerability  Management Policy	Must	
2	Performance & Scalability				
2.1		Latency and performance	Provides metrics for latency and performance	Should	
2.2		Number of concurrent users	Supports 600+ concurrent users Supports 20+ concurrent asset editors Supports 6+ concurrent taxonomy editors	Must	
2.3		Response time	Responds to user requests within 2 seconds under normal load conditions.	Must	
2.4		Scalability	Ability to scale with increasing load	Must	
2.5		Throughput	Industry standard Query Throughput (QPS), and Tokens Per Second (TPS)	Should	
3	Reliability and Availability				
3.1		Centralized management	Provides unified dashboard for policies, management of software	Must	
3.2		Data integrity	Ensures data integrity by validating all inputs, maintaining consistent relationships between records, and preventing unauthorized or unintended modifications.	Must	
3.3		Disaster recovery	Supports automated backups and have a disaster recovery plan with a Recovery Time Objective (RTO) of 4 hours and Recovery Point Objective (RPO) of 1 hour	Should	
3.4		Error handling	Detects and logs all application and system- level errors in real time; Provides user- friendly error messages that clearly describe the issue and suggest corrective actions.	Must	
3.5		Real-time Monitoring	Provides continuous monitoring of activity and events	Should	
3.6		Uptime	Maintains 99.9% uptime, excluding scheduled maintenance	Must	

#	Section	Requirement	Description	Priority	Vendor Response
4	Ethics and Compliance				
4.1		Regulatory compliance	Provides support for compliance requirements (e.g., GDPR, HIPAA)	Should	
4.2		SOC 2 Type II	Maintains an active SOC 2 Type II certification. The certification must be renewed and passed annually, with audit reports made available to the client upon request.	Must	
5	Usability				
5.1		Ease of deployment	Facilitates quick deployment, minimal disruption to users	Must	
5.2		Compatibility	Is compatible with IT and security infrastructure	Must	
5.3		Learnability	Supports 90% user proficiency with core tasks within 2 hours	Must	
5.4		Task efficiency	Requires <= 3 clicks to access frequent actions	Must	
5.5		WCAG 2.1 AA compliance	Provides screen reader support, keyboard navigation, and color contract >= 4.5:1	Should	
6	Architecture				
6.1		Cloud first requirement	Must adhere to a cloud-first strategy, prioritizing deployment in a secure and scalable cloud environment unless specific business, regulatory, or technical constraints justify an alternative approach.	Must	
7	Service and Support				
7.1		Customer support	Provides 24/7 technical support and demonstrates responsive issue resolution, with service requests acknowledged within 1 hour and critical issues addressed within defined service-level agreements (SLAs)	Must	

#	Section	Requirement	Description	Priority	Vendor Response
7.2		Service level agreements (SLAs)	Supports defined service-level agreements (SLAs) for uptime, response times, performance	Must	
7.3		Training and documentation	Provides documentation and training resources	Must	
8	Integration				
8.1		Microsoft Entra ID (Azure AD)	Supports Microsoft Entra ID (Azure AD)  • Real-time (new users, disabled users in AD are immediately reflected in the system)  • Can add users directly into system without corresponding AD account (for example, auditors)	Must	
8.2		MS Graph integration	Ability to access and use MS Graph.	Must	
8.3		MS Office	Integration with Microsoft Office tools (Word, Excel, Access, PowerPoint, and Visio)	Must	
8.4		SharePoint	Integrates with existing SharePoint sites and libraries	Must	
8.5		Single sign-on	Supports SSO via Microsoft Entra ID (Azure AD)	Must	
8.6		MS Co-Pilot	Supports interaction with Copilot through various Microsoft 365 applications to summarize, draft, research, and create content.	Should	
9	User Interface				
9.1		Browser interface	Provides a browser-based user interface	Must	
9.2		Layouts	Provides organized screen layouts that are configurable by the user	Could	
9.3		Mobile technology support	Supports mobile technologies (e.g. smartphones, tablets) including Android and iOS	Could	
9.4		Online help	Provides in application online help with manuals	Should	

#	Section	Requirement	Description	Priority	Vendor Response
9.5		Search (in general)	Provides open ended search capabilities including wild card capabilities (e.g., word and/or number) that search the application. (See also Functional Requirements 3.4)	Should	
9.6		Shortcuts	Provides shortcuts for frequently accessed processes, screens, reports, etc. (e.g. "favorites")	Must	
9.7		Single points of data entry	Provides fully integrated functionality such that data is entered only one-time and is available throughout the system and available in real-time (single point of data entry)	Should	

Table 2. LACERA KM Solution technical requirements.

#### 2.4. USE CASES

The KM solution should support the following use cases, based on security level and access rights, which were identified from and validated by key business users.

- Author, update, and share organizational and divisional-level policies, procedures, training materials, and other content supporting execution of job duties.
- Find, retrieve and use current, authoritative versions of organizational and divisional-level processes and procedures while executing job duties.
- Access a consolidated view of what a retirement benefit is and how any associated calculations are calculated <u>using member-intelligible terminology</u>. Include links to associated information enabling the ability to explain "what, how and why" to members on the phone, via email or in-person.
- Find and retrieve current, authoritative versions of divisional-level processes and procedures when auditing work done by specialists, and when updating training materials.
- Access the most recent training materials.
- Have an awareness of, and visibility to, all changes to procedures within and across divisions.
- Access Board and Committee agendas, meeting materials, minutes, and report outs.
- Access a Best Practices repository to identify similar cases (current and historical), without exposing member-specific information.
- Find and retrieve previous work audit reports to use as a template for a new work audit report.
- Conduct self-audit by referring to established, documented work audit criteria to review own work.
- Access Memorandums of Understanding (MOUs) and related codes while executing job duties.
- Find and retrieve authoritative definitions of infrequently encountered terms, such as "Holds", quickly and confidently.
- Share specialist (staff member) created (private) knowledge stores so others can benefit from learning.
- Find and access authoritative versions of LACERA (i.e. enterprise-level) policies and procedures.
- Integrate with AI (chatbot, etc.) solutions allowing internal staff and external members to access data based on security limitations.

#### 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 of experience in providing knowledge management solutions.
- LACERA has over 500 staff members, including employees, temporary staff, and contract staff. 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.

• All work must be performed within the United States.

# 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	October 31, 2025
Intent to Respond closing date	November 14, 2025
Written questions from Respondents due date	November 21, 2025
LACERA's response to Respondents' questions	December 12, 2025
RFP due date	December 19, 2025
Finalist Interviews (estimate)	Q1 2026
Selection Notification (estimate)	Q2 2026
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 **December 19, 2025**, through the LACERA Vendor Gateway Portal. Registration is required to access the portal and to participate in the bid process.

Respondents must upload an 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 also include one uploaded 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. LACERA has the sole discretion to determine information that is subject to public disclosure, without regard to redactions. Please see the **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 shall be submitted through the LACERA Vendor Gateway Portal, each labeled accordingly.

4.2.1. Submittals shall be double-sided with text in at least 10-point font, but no larger than 12-point font limited to 60 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 to all questions in Exhibit C and should contain at a minimum:

- 4.2.1.1. <u>Cover Letter</u>. 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. <u>Minimum Qualifications Certification</u>. You must certify, by completing and signing EXHIBIT B, that your firm meets the minimum qualifications required.
- 4.2.1.3. <u>Table of Contents</u>. The response must contain a Table of Contents that identifies the major sub-sections of the Questionnaire.
- 4.2.1.4. <u>Questionnaire</u>. Provide your response to the enclosed Questionnaire (Exhibit C). Excluding the requested Exhibits and Attachments, your response must not exceed 60 pages. Responses shall be in the prescribed format.
- 4.2.1.5. <u>Attachments</u>. 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.

37

#### 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
Son North Lake Avenue, Suite 650
Pasadena, CA 91101-4199
Email: eder@lacera.gov
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 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 and LACERA Vendor Gateway Portal. Each Respondent to this RFP will be subject to the same terms and conditions and will receive the same information.

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

Respondents who have existing relationships with LACERA must limit their communications between LACERA staff and Board 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**, **November 21, 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**, **December 12, 2025**.

#### 4.6. RFP Scoring and Selection Criteria

RFPs will be scored according to Exhibit G, *Selection Criteria*. LACERA staff may select Respondents based upon the selection criteria or use 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 you intend to respond to this RFP, kindly register your business on the <u>LACERA Vendor Portal</u> site. After registration, please proceed to register as a Respondent to this RFP and submit Exhibit F in the portal no later than **5:00 p.m. PT, Friday, November 14, 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 mark such portion "TRADE SECRET," "CONFIDENTIAL" explanation and "PROPRIETARY," and make it readily separable from the balance of the response. Proposals marked "TRADE SECRET," "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 SECRET," "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 and sole discretion to publicly disclose all information provided by a Respondent.

If LACERA denies public disclosure of any materials designated as "TRADE SECRET," "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 G (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, SOC-2 reports (or, in the

alternative, a Security Controls Assessment as per Exhibit G), systems penetration testing, indemnification and hold harmless, and HIPAA Business Associate agreements. 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 E in 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 negotiations with another firm.

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

#### 9. **RESERVATIONS BY LACERA**

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

- 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.

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)

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Respondent Address:

Respondent Name:

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 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 of experience in providing knowledge management solutions.
- LACERA has over 500 staff members, including employees, temporary staff, and contract staff. 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.
- All work must be performed within the United States.

Firm contractually, and said signature authorizes verification of this information.		
Authorized Signature	Date	
Name and Title (please print)		
Name of Firm		
Name of Firm		

The undersigned hereby certifies that they are an individual authorized to bind the

#### **EXHIBIT C**

#### QUESTIONNAIRE

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

#### I. **GENERAL QUESTIONS**:

- 1. Who will serve as the primary contact for the bid?
- 2. Please provide a company overview.
- 3. Please provide your company's mission and/or vision statement.
- 4. Where is your company located?

#### II. EXPERIENCE WITH DEVELOPING KNOWLEDGE MANAGEMENT SOLUTIONS:

- 1. Please provide a description and overview of your knowledge management solution services.
- 2. Explain your perspective on the value proposition for implementation of a knowledge management system, and your approach to customizing a solution to meet the specific needs of our organization.
- 3. What experience do you have working with a pension plan or government entity?

#### a. Functionality and Deliverables:

- 1. Please indicate your ability to meet our requirements.
- 2. Please provide three examples of your past projects where you developed knowledge management solutions for your past clients.
- 3. How long does it take to implement an organization wide knowledge management solution for similarly situated organizations?
- 4. Please insert your responses to Section 2.2 Functional Requirements of the RFP here.
- 5. How do you approach development of a user interface that enhances the functionality, accessibility of information, and user experience?

#### b. <u>Technology Questions:</u>

- 1. Is your solution fully based on Microsoft 365?
- 2. Does your solution integrate third party applications to provide functionality that is not currently available in Microsoft 365 or better than what is in Microsoft 365?

- 3. Is your solution based on a platform other than Microsoft?
- 4. Please describe your solution.
- 5. Please insert your responses to Section 2.3 Technical Requirements of the RFP here.

#### c. Risk Management Questions:

- 1. Regarding data and privacy, is your organization compliant with the General Data Protection Regulation?
- 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?
- 12. What steps do you take in the design and implementation of a knowledge management system to ensure that the right security levels are assigned to all information and users to ensure information is only accessible by those who have a legitimate business need?
- 13. How are administrative rights assigned within a knowledge management system?
- 14. What audit tools are provided to monitor use of the system?
- 15. What dashboards and metrics are provided to support monitoring of the effectiveness of the system?

#### III. ORGANIZATION AND TEAM EXPERIENCE:

1. How long have you been in business?

- 2. Describe the company structure. (Private, public, partnership, etc.)
- 3. How many full-time, part-time, and contract employees do you have? (Please provide a breakdown.)
- 4. What awards or recognition has your company received in the last three years?
- 5. Is your company affiliated with any industry or professional associations?
- 6. What licenses or certifications does your company hold?
- 7. Describe your plans for growth over the next three years.
- 8. Please provide brief biographies and project experience for primary contacts who will be assigned to our account.
- 9. Do the primary contacts who will be assigned to our account reside and work within the United States?

#### **IV. CLIENT SERVICES:**

- 1. How often and what method will you use to report our progress and results?
- 2. What technology do you leverage to ensure excellent customer communication and experience?
- 3. Describe your training and onboarding process.
- 4. Do you provide training for development and maintenance of the knowledge management system?
- 5. If yes, what training resources do you provide?
- 6. What is required from a customer to ensure success?
- 7. Do you have a change management process?
- 8. What is a successful customer journey from your perspective?
- 9. Do you conduct quarterly business reviews with customers?
- 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?

- 13. What is your target customer base?
- 14. How many customers do you currently serve?
- 15. What is your customer retention rate?
- 16. Who are your five biggest customers?
- 17. What percentage of your revenue comes from the top three accounts?
- 18. How long is your average customer relationship?
- 19. Please provide contact information for three customer references.

#### V. **AVAILABILITY:**

- 1. What is your required lead time to start the project upon award?
- 2. What resources will be dedicated to our account?
- 3. Provide a sample timeline for our outlined deliverables.

#### VI. PROJECT MANAGEMENT APPROACH:

- 1. Describe your approach to continuous process improvement.
- 2. Provide a list of the standard project management report options, what each includes, and available formats.
- 3. How are system usage and performance reports provided?
- 4. What KPIs do you track and report?

#### VII. PRICING:

- 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.
- 11. Please include any other costs such as licensing fees, maintenance fees, Al queries, etc.

#### **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 the {---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.

#### 2 <u>Independent Contractor</u>.

- 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 LACERA or Los Angeles County (the "County"). Vendor is not entitled to any rights, benefits, or privileges of an employee. Vendor is not eligible to participate in any insurance, savings, pension, or deferred compensation or other employee benefits 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, Vendor Management Group 300 N. Lake Avenue, Suite 650 Pasadena, CA 91101-4199 vendormanagement@lacera.gov

- 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. Such insurance will not be in lieu of the insurance Vendor is required to maintain under this Agreement.
- 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 \$3,000,000 per occurrence and an annual aggregate of at least \$3,000,000. 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 \$5,000,000 per claim and an annual aggregate of at least \$5,000,000. 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 \$5,000,000 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:

53

- 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 (ii) {---Contract Term Length--- (one to three years) 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 in a timely manner and otherwise as provided in this Agreement. Vendor agrees to disclose such information regarding business, work, or services they perform on behalf of any person, organization, or agency that may materially interfere and that LACERA may reasonably require to verify Vendor's compliance with this Section.

#### 7. Compensation.

LACERA agrees to pay Vendor according to the Fee Schedule attached as Exhibit 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. <u>Contract Not Assignable</u>.

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. <u>Confidentiality</u>.

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, Section 10, 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 deems, in its sole discretion, that termination is in its best interest. LACERA 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 <u>SOC-2</u>

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 thirty (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 and written confirmation upon completion of the plan. 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 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. <u>Interpretation</u>.

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.

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#### **EXHIBIT E**

#### IT SECURITY CONTROLS

ALL RESPONDENTS SHALL PROVIDE A COPY OF THEIR LATEST SECURITY COMPLIANCE CERTIFICATION REPORT. ACCEPTABLE COMPLIANCE CERTIFICATION REPORTS ARE SOC2, OR ISO 27001, OR HIPPA.

ADDITIONALLY, IF SELECTED THROUGH THIS RFP PROCESS, RESPONDENT SHALL COMMIT TO PROVIDE FUTURE CERTIFICATION REPORTS AND AN ANNUAL WRITTEN, SIGNED ATTESTATION FOR ANNUAL VENDOR SECURITY POSTURE ASSESSMENT.

THE SELECTED RESPONDENT SHALL PROVIDE A SIGNED ATTESTATION THAT, TO THE BEST OF ITS KNOWLEDGE, NO DATA BREACH, HACKING, OR INCIDENTAL DIVULGING 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.

IF RESPONDENTS HAVE NOT COMPLETED ANY OF THE ABOVE COMPLIANCE REPORTS, THEY MUST COMPLETE AND SIGN THE VENDOR DATA SECURITY QUESTIONNAIRE DOCUMENT IN ORDER TO ASSESS THEIR SECURITY POSTURE AND SUITABILITY OF THE DESIGN AND OPERATING EFFECTIVENESS OF CONTROLS, INFORMATION FUNCTIONS, AND PROCESSES.

VENDOR DATA SECURITY QUESTIONNAIRE IS ATTACHED.



## **VENDOR DATA SECURITY QUESTIONNAIRE**

1.	GENERAL INFORMATION	
Name o	f Vendor:Click or tap here to enter text.	
/endor	is a(an): □Individual □Corporation □ Partnership □Other <u>Click or tap here to enter text.</u>	
2.	SAFEGAURDS ON LACERA CONFIDENTIAL INFORMATION	
a)	Does / will the vendor hold LACERA Confidential or LACERA member PII information? If yes, please provide details. Response: Click or tap here to enter text.	□Yes □No
b)	Is LACERA information physically or virtually segregated from the vendor and its vendor's other clients of the provide details. Response: Click or tap here to enter text.	s? □Yes □No
c)	Provide brief description on the type of connection (encryption and authentication) for information exclude between LACERA and the vendor organization. Response: Click or tap here to enter text.	nange
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?  If yes, please provide brief details. Response: Click or tap here to enter text.	□Yes □No
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.  Response: Click or tap here to enter text.	□Yes □No
4.	VENDOR PENETRATION TEST AND SOC2 REPORTS	
a)	Has the vendor completed a Penetration test?  Provide summary report of the latest Penetration Test. Response: Click or tap here to enter text.	□Yes □No
b)	Has the vendor completed an Independent Service Auditors compliance exam such as SOC 2?  If yes, please provide the latest audit report and proceed to the last section of this questionnaire sign adocument. Response: Click or tap here to enter text.	□Yes □No and date the
	If compliance report has not been completed, please proceed to the next sections.	

#### 5. EMAIL SECURITY CONTROLS

e answer to any question in this section is "No	", please provide additional	details in the "Additional C	omments" section.
---	------------------------------	------------------------------	-------------------

a)	Do you tag external emails to alert employees that the message originated from outside the organization	ı?□Yes □No
b)	Do you pre-screen emails for potentially malicious attachments and links?  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 the complete that the complete is a sandbox to determine the complete that the complete is a sandbox to determine the complete is a sandbox to determin	□Yes □No
	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
- /		□Yes □No
Respor	nse: Click or tap here to enter text.	
6.	INTERNAL SECURITY	
If the a		
a)	nswer to any question in this section is "No", please provide additional details in the "Additional Comments	" section.
	Do you use a cloud provider to store data or host applications?	s" section. □Yes □No
b)	Do you use a cloud provider to store data or host applications?  If "Yes", provide the name of the cloud provider. Response: Click or tap here to enter text.	
,	Do you use a cloud provider to store data or host applications?  If "Yes", provide the name of the cloud provider. Response: Click or tap here to enter text.  Do you use MFA to secure all cloud provider services that you utilize (e.g. Microsoft Azure)?  Do you encrypt all sensitive and confidential information?	□Yes □No
,	Do you use a cloud provider to store data or host applications?  If "Yes", provide the name of the cloud provider. Response: Click or tap here to enter text.  Do you use MFA to secure all cloud provider services that you utilize (e.g. Microsoft Azure)?  Do you encrypt all sensitive and confidential information?  If "No", are the following compensating controls in place:	□Yes □No □Yes □No □Yes □No
,	Do you use a cloud provider to store data or host applications?  If "Yes", provide the name of the cloud provider. Response: Click or tap here to enter text.  Do you use MFA to secure all cloud provider services that you utilize (e.g. Microsoft Azure)?  Do you encrypt all sensitive and confidential information?  If "No", are the following compensating controls in place:  1. Segregation of servers that store sensitive and confidential information?	□Yes □No □Yes □No □Yes □No □Yes □No
,	Do you use a cloud provider to store data or host applications?  If "Yes", provide the name of the cloud provider. Response: Click or tap here to enter text.  Do you use MFA to secure all cloud provider services that you utilize (e.g. Microsoft Azure)?  Do you encrypt all sensitive and confidential information?  If "No", are the following compensating controls in place:  1. Segregation of servers that store sensitive and confidential information?	□Yes □No □Yes □No □Yes □No
,	Do you use a cloud provider to store data or host applications?  If "Yes", provide the name of the cloud provider. Response: Click or tap here to enter text.  Do you use MFA to secure all cloud provider services that you utilize (e.g. Microsoft Azure)?  Do you encrypt all sensitive and confidential information?  If "No", are the following compensating controls in place:  1. Segregation of servers that store sensitive and confidential information?	□Yes □No □Yes □No □Yes □No □Yes □No
c)	Do you use a cloud provider to store data or host applications?  If "Yes", provide the name of the cloud provider. Response: Click or tap here to enter text.  Do you use MFA to secure all cloud provider services that you utilize (e.g. Microsoft Azure)?  Do you encrypt all sensitive and confidential information?  If "No", are the following compensating controls in place:  1. Segregation of servers that store sensitive and confidential information?  2. Access control with role-based assignments?  Do you allow remote access to your network?	□Yes □No □Yes □No □Yes □No □Yes □No □Yes □No
c)	Do you use a cloud provider to store data or host applications?  If "Yes", provide the name of the cloud provider. Response: Click or tap here to enter text.  Do you use MFA to secure all cloud provider services that you utilize (e.g. Microsoft Azure)?  Do you encrypt all sensitive and confidential information?  If "No", are the following compensating controls in place:  1. Segregation of servers that store sensitive and confidential information?  2. Access control with role-based assignments?  Do you allow remote access to your network?  If "Yes", do you use MFA to secure all remote access to your network?	□Yes □No
c)	Do you use a cloud provider to store data or host applications?  If "Yes", provide the name of the cloud provider. Response: Click or tap here to enter text.  Do you use MFA to secure all cloud provider services that you utilize (e.g. Microsoft Azure)?  Do you encrypt all sensitive and confidential information?  If "No", are the following compensating controls in place:  1. Segregation of servers that store sensitive and confidential information?  2. Access control with role-based assignments?  Do you allow remote access to your network?	□Yes □No

g)	Do you manage privileged accounts using privileged account management software (PAM) If "Yes", provide name of your PAM provider. Response: Click or tap here to enter text.	□Yes □No
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
I)	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)? If "Yes", complete the following:	□Yes □No
	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 en	ter text.
0)	Do you have an established Third Party Risk Management Program (TPRM)?	□Yes □No
7.	se: Click or tap here to enter text.  PHISHING CONTROLS	
a)	Do all employees at your company complete mandatory cybersecurity training?  If "Yes", does such training include phishing simulation?	□Yes □No □Yes □No
8	. BACKUP AND RECOVERY	
If the ar	nswer to any question in this section is "No", please provide additional details in the "Additional Comn	nents" section.
Do you If "Yes"	use a data backup solution?	□Yes □No
	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	m hackline

	□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.
	ONAL COMMENTS (Use this space to explain any "No" answers in the above section and/or to list other relevant IT measures you are utilizing that are not listed here.)
Respon	se: Click or tap here to enter text.
9	. INCIDENTS
a)	Has the vendor received any complaints or written demands or been a <u>subject in litigation</u> 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
ADDITI	ONAL COMMENTS (Use this space to explain any "Yes" answers in the above section.)
Respon	se: Click or tap here to enter text.
C	ERTIFICATION, CONSENT AND SIGNATURE
vendor's	ndor has read the foregoing and understands that completion of this questionnaire does not bind LACERA to procure is products or services. I hereby declare that, after inquiry, the above statements and particulars are true, and I have pressed or misstated any material fact.  Type Vendor's Name: Click or tap here to enter text.  Title of Signee: Click or tap here to enter text.
Signatu	re 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 <u>LACERA Vendor Portal</u> 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, October 24, 2025.

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 [Services Requested].

Please send inquirie	es to the following contact:
Name:	
Title:	
Company:	
Mailing Address:	
Telephone:	
Facsimile:	
Email Address:	

#### **EXHIBIT G**

#### **SELECTION CRITERIA**

The selection criteria below and the weighting schedule of the evaluation factors is a guide only provided for informational purposes 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 against the following criteria and factors:

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

	CRITERIA	WEIGHT
1	Experience with developing knowledge management solutions for large organizations.	40%
2	Organization and team/ project lead experience	20%
3	Client Services	10%
4	Availability	10%
5	Project Management Approach	10%
6	Reasonableness of fees	10%

#### **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
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
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

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)

<ul> <li>d) □ United States Hispanic Chamber of Commerce (USHCC)</li> <li>e) □ Asian Pacific American Chamber of Commerce (APAAC)</li> <li>f) □ Native American Chamber of Commerce (NACC)</li> <li>g) □ Vets First Certification Program (for veteran-owned small businesses)</li> <li>h) □ U.S. Business Leadership Network (USBLN, for disabled-owned small businesses)</li> <li>i) □ None of the above</li> <li>j) □ Other (please describe)</li> </ul>
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, discrimination, abusive conduct, and retaliation 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

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**

	•	business bjectives?	_	DEI	into	executives'	performance	reviews	and/or
a) □ Yes									
b) □ No									
Please de	escrib	e.							

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.

#### **SECTION III**

#### **DEI DEMOGRAPHICS AND ATTRIBUTES**

with which your business is involved.

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

8. Describe any affiliations or leadership positions related to DEI in the services industry

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.

2. Is your business willing to provide the business's workforce composition in format on a periodic basis, if awarded a contract with LACERA?	a similar
a) □ Yes	
b) □ No	

## **Diversity and Inclusion Demographics**

Bus	iness Name:																											
		Hisp	anic or La	itino		Non-Hispanic Or Latino																						
					Black or African American		Asian			Native Hawaiian or Other Pacific Islander		American Indian or Alaska Native		Two or More Races		White			Other/Undisclosed Race			All						
	Job Categories	Total	M		Total	М	F	Total	М	F	Total	M	F	Total	М	F	Total	M	F	Total	M		Total	М	F	Total	М	F
1	Board of Directors, CEO, CFO, COO, etc.	0			0			0			0			0			0			0			0			0	0	0
2	Managers	0			0			0			0			0			0			0			0			0	0	0
3	Supervisors	0			0			0			0			0			0			0			0			0	0	0
4	Support Staff	0			0			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
Gei	neral Instructions																											
LACI	ERA Supplemental Due Diligence Regardin	ng Diversi	ity, Equity	, and Inc	lusion																							
On a	a voluntary, self-identified basis, we invit	te all bus	inesses to	o provide	the demo	graphics	and diver	rsity attri	butes of th	neir leade	ership (su	ch as boa	rds or ex	ecutive co	mmittees	) and emp	oloyees.											
Plea	ase complete all columns by entering in th	he numbe	r of empl	oyees for	r each cate	gory (no	t percenta	age of emp	loyees). E	lank cell	s will be i	nterprete	d as havi	ng a value	of zero.													
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.  Job Categories:																												
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- Managers: All professionals who have a role in decision-making that affect all areas of business operations.
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- 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
	F		
Hispanic or Latino	M		
	Total	0	0.00%
	F		
Black or African American	M		
	Total	0	0.00%
	F		
Asian	M		
	Total	0	0.00%
Native Hawaiian or Other	F		
Pacific Islander	M		
r dellie Islandei	Total	0	0.00%
American Indian or Alaska	F		
Native	M		
- Tuttve	Total	0	0.00%
	F		
Two or More Races	M		
	Total	0	0.00%
	F		
White	M		
	Total	0	0.00%
	F		
Other Race/Ethnicity	M		
	Total	0	0.00%
	F		
Not disclosed	M		
	Total	0	0.00%
	F	0	0.00%
TOTAL	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.