

9/18/2023



REQUEST FOR PROPOSAL

Member Experience Communication Platform

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**LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
REQUEST FOR PROPOSAL (RFP)
MEMBER EXPERIENCE COMMUNICATIONS PLATFORM
9/18/2023**

1. INTRODUCTION

1.1. Purpose of Request

The Los Angeles County Employees Retirement Association (LACERA), a \$73.6 billion public pension fund (as of June 30, 2023), is seeking proposals from qualified firms to replace its current AWS Connect contact center and implement and migrate to an enterprise cloud contact center solution.

1.2. Background Information

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

LACERA operates as an independent governmental entity separate and distinct from Los Angeles County and the other participating agencies. LACERA has approximately 168,110 members, including 96,539 active members and 71,571 retired members.

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 seeking a Member Experience Communications Platform with a proven, state-of-the-art, commercial-off-the-shelf solution with minimal modifications. LACERA's goal is to gain efficiencies and update existing processes through a best-of-breed Enterprise Communications system, focusing on improving the timeliness, accuracy, consistency of information, and internal operations.

The new MECP system shall meet the following objectives:

- Replace the existing AWS Connect with a cloud based communications service that provides Omni-Channel Contact Center with native MS Teams certified integration.
- Implement skills-based routing; remote agents; multi-channel agents; voice and screen recording; place-in-queue estimated wait time and scheduled callback; IVR self-service/help; screen pops; priority routing; workforce optimization/management (including forecasting capability); customer feedback; voice authentication; real time voice analytics during calls (resulting in real time AI assisted calls), AI assisted chat capability integrated with email, IVR, and lacera.com; service requirement escalations, analytics and reporting.
- Complete the initial implementation of the platform by end of FY 2024, with subsequent phase with TBD implementation dates as we fully capitalize on all services sought.

In addition to the functionality identified above, LACERA is seeking a Proposer to provide professional services (e.g., best practices guidance, training, project management, implementation, integration, and report development) that will ensure a successful implementation in a timely and professional manner.

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.com, in the "Investments" section.

2. SCOPE OF SERVICES

LACERA is currently using the following telephony equipment and services. The current contact center, will be upgraded and/or replaced by the proposed solution, as part of this RFP:

2.1. Current UC

- 2.1.1. Teams Phone
- 2.1.2. Teams Rooms
- 2.1.3. E911
- 2.1.4. Voicemail
- 2.1.5. Conferencing/Collaboration
- 2.1.6. Auto Attendant and Queues

2.2. Current Contact Center

- 2.2.1. AWS Connect
- 2.2.2. Callback
- 2.2.3. Customer Feedback
- 2.2.4. Audio Recording

2.3. Sample Current Contact Center Summary Data

- 2.3.1. LACERA Contact Center – Operational Profile
- 2.3.2. # Locations 1

- 2.3.3. # Contact Center Splits 3
- 2.3.4. Spanish Queue
- 2.3.5. Remote Agents Yes
- 2.3.6. Logins ~260
- 2.3.7. Active Agents ~80
- 2.3.8. Total Annual ACD Calls ~233,120
- 2.3.9. Daily Average ACD Calls ~940
- 2.3.10. Average Handle Time ~13 minutes
- 2.3.11. Hours of Operation 7:00-5:30 PST – Monday-Friday

3. **MINIMUM QUALIFICATIONS**

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

- 3.1. The proposed solution must be based upon the proposer's existing commercially available CCaaS and UCaaS product offerings. The solution will require minimal modifications/customization and will meet substantially all LACERA's defined requirements, as identified in Exhibit C, LACERA Member Experience Communications Platform Requirements Questionnaire.
- 3.2. Proposed solution must demonstrate compatibility and full integration with LACERA's Microsoft Teams UCaaS.
- 3.3. Proposer must have a minimum of (5) five years' experience in successful implementation of their cloud hosted CCaaS and UCaaS solutions, and in successful migration from on premise to their cloud-based solutions, preferred experience with, but not limited to migration from Avaya on premise and AWS cloud solutions.
- 3.4. Proposer must have completed, at a minimum, two fully operational system implementations of similar or larger size and scope, and at least an average of over 1,000 incoming calls per day to the contact center.
- 3.5. Proposer must demonstrate strong relevant and successful experience in providing similar services/solutions to similar industry organizations, as evidenced by client qualifications and references. Proposer must provide at least 3 references for work completed with similar requirements as to those described in this RFP.
- 3.6. Proposer must provide supporting evidence to substantiate that their overall solution is open, flexible, scalable, and portable.
- 3.7. Proposer must complete this RFP's Exhibit C, LACERA Member Experience Communications Platform Requirements Questionnaire and provide appropriate supplemental system information and documentation to demonstrate their software's functionality and responsiveness.
- 3.8. Proposer will be responsible for a turnkey solution of all components of the total solution.

- 3.9. The Proposer Project Manager will be a key role and will be responsible for all interactions with solution team members for the design, delivery, and configuration implementation and testing. LACERA Project Manager works with the Proposer Project Manager and will be responsible for LACERA's sign off of the delivered solution prior to implementation.
- 3.10. Proposer will manage the proposer resources as a single LACERA delivery team and will provide dedicated (not shared) resources to perform the migration and implementation work.
- 3.11. Proposer must possess an office or physical presence in the Southern California area or, alternatively, clearly demonstrate how they will have a sufficient local presence to serve and be readily accessible to LACERA both during the implementation project and for support post implementation.
- 3.12. Proposer must affirm ability to work within the Southern California area, specifically at the LACERA offices at 300 N Lake Ave in the City of Pasadena. LACERA will not accommodate time or expenses for Proposer's employees to travel or commute.
- 3.13. Proposer must be able to provide and support both an UCaaS and a CCaaS solution and the stated requirements.

4. **INSTRUCTIONS TO RESPONDENTS**

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.

1/26/ - 2/23

Event Description	Date/Time
RFP release date	11/06/2023
Intent to Respond closing date	11/27/2023
Written questions from Respondents due date	12/08/2023
LACERA's response to Respondents' questions	12/15/2023
Proposal due date	01/05/2024
Finalist Interviews (estimate)	01/22/2024
Vendor Recommendation to BOR (estimate)	04/03/2024
Selection Notification (estimate)	04/03/2024
Commencement of work	Upon contract execution

4.1. Response Requirements and Formatting

4.1.1. Respondents to this RFP must submit the completed proposal no later than **5:00 PM PDT** on December 8, 2023. Any proposal delivered after the proposal deadline will not be considered. Faxed transmissions are not acceptable. Completed proposals are to be emailed to the attention of (see also 4.2):

MECP RFP
Project Manager
LACERA
mecp@lacera.com

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

RFP Registration Procedures:

1. Go to
<https://lacera.cobblestone.software/gateway/SolicitationPublicDetails.aspx?rid=Labi6mRxRg6yM6pAQcrMgQ%3d%3d>
2. Create an Account to register for this RFP.
3. Enter your Company Information, User information then validate the account via the verification process.
4. Verify receipt of login information confirmation from Contract Insight Alerts.
5. Sign in to the LACERA RFP portal using the login information provided.
6. Navigate to Solicitations>Search All Solicitations.
7. Click on the View hyperlink for the MECP RFP.
8. On the left spine under Page Actions please click on Register as Respondent.
9. Please scroll down all the way to the bottom of the page under Response Status and change your response status to Interested in Responding to confirm intention to bid and click on Submit.
10. If your response status has changed, please navigate back to Response status and change and submit accordingly.

If Respondent requires any confidential information to be exempt from public disclosure, then submissions should also include one **electronic copy** marked “**REDACTED**”. The redacted copies should redact all material from the proposal that the respondent believes in good faith is exempt from disclosure under the California Public Records Act, (California Government Code §7920.000 et seq. the “Act”). Individual redactions should appear as blacked out material. Large sections, tables, or entire blank page(s) shall include the word “REDACTED” or “PROPRIETARY” inserted. Each respondent must indicate the basis for each redaction under the Act (defined below) with a citation to the code section and subsection relied upon. LACERA cannot guarantee that redacted information will not be publicly available. Please see 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 saved on separate DVDs, each labeled accordingly.

4.1.2. Submittals shall be at least 10-point font, but no larger than 12-point font and page limit maximums (as indicated below) are to be complied with. Submittals shall address all RFP sections in the same order presented and be responsive to each section.

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

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

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

4.1.2.4. Questionnaire. Provide your response to the enclosed Questionnaire (Exhibit C). Excluding the requested Exhibits, your response must not exceed [50] pages. Responses shall be in the prescribed format. The RFP and Exhibits have been made available for review and download via LACERA's website (www.lacera.com) under the "Business Opportunities" section.

4.1.2.5. Attachments. Optional material such as brochures or company information may be included as an attachment but will not be counted as responsive to this RFP and will not be used in scoring.

4.1.3. 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.

4.1.4. Proposals not following these instructions or not including complete information as requested may result in a lower evaluation score or the proposal being declared non-responsive. For each part of the response, restate the RFP item immediately above the response. Pages in the proposal shall be numbered. When asked, please provide details and state all qualifications or exceptions. All information supplied should be concise and relevant to qualifications.

4.2. 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:

MECP RFP
Project Manager
LACERA

Gateway Plaza
300 North Lake Avenue, Suite 200
Pasadena, CA 91101-4199

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

4.3. Quiet Period

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

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

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

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

4.4. 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 10, 2023, and should be emailed to mecp@lacera.com (see 4.2). All questions received and responses thereto will be posted on LACERA's website (www.lacera.com) under the "Business Opportunities" section that relates to this RFP (<https://www.lacera.com/who-we-are/business-opportunities>) on or about 5:00 PM PDT, November 17, 2023.

Please note that during this evaluation process LACERA staff will not answer any questions related to the RFP except as set forth in the above paragraph. After November 17, 2023, if a question appears unclear to you, please state your interpretation of the question and answer it accordingly.

4.5. Evaluation Process

An evaluation committee consisting of LACERA staff members will review the RFP responses. An initial screen and assessment will be conducted to both ensure that minimum qualifications are met and that proposals align with the objectives of the search.

Responses that meet minimum qualifications and are fit for purpose shall be subject to evaluation and scored on the following categories by the review committee:

1. Company Overview (20%)
2. Functions, Features and Capabilities (30%)
 - a. Inbound Call Center
 - b. Outbound Call Center
 - c. Infrastructure and Architecture
 - d. Omni Channel
 - e. WFM and QM
 - f. Unified Communications
 - g. Administration and Reporting
3. Integration, Security, Support, and Implementation (25%)
4. Pricing (20%)
5. RFP Response Compliance (5%)

If advanced beyond round one of the evaluation phase, web-based and/or in-person interviews with LACERA may be scheduled. Finalists may be asked to make oral presentations to the Board of Retirement and the final selection will be made by the Board of Retirement.

4.6. Intent to Respond

If your firm chooses to respond to this RFP, please send the Intent to Respond, Exhibit F, via email (see 4.2), by 5:00 p.m. PDT, October 27, 2023. Failure to send your Intent to Respond may disqualify your firm from submitting a response to this RFP. Preferably, you can register and submit your intent to respond at our RFP portal <https://lacera.cobblestone.software/gateway/SolicitationPublicDetails.aspx?rid=Labi6mRxRg6yM6pAQcrMgQ%3d%3d>

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 §7920.000, et. seq., the “Act”). The Act provides generally that all records relating to a public agency’s business are open to public inspection and copying unless specifically exempted under one of several exemptions set forth in the Act. If a respondent believes that any portion of its proposal is exempt from public disclosure or discussion under the Act, the respondent must provide a full explanation and mark such portion “TRADE SECRETS,” “CONFIDENTIAL” or “PROPRIETARY,” and make it readily separable from the balance of the response. Proposals marked “TRADE SECRETS,” “CONFIDENTIAL” or “PROPRIETARY” in their entirety will not

be honored, and LACERA will not deny public disclosure of all or any portion of proposals so marked.

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

If LACERA receives a request pursuant to the Act for materials that a respondent has marked “TRADE SECRET,” “CONFIDENTIAL” or “PROPRIETARY,” and if LACERA agrees that the material requested is not subject to disclosure under the Act, LACERA will deny disclosure of those materials. LACERA will not be held liable, however, for inadvertent disclosure of such materials, data, and information or for disclosure of such materials if deemed appropriate in LACERA’s sole discretion. LACERA retains the right to disclose all information provided by a respondent.

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

1. All claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation attorneys’ fees, expenses, and court costs of any nature whatsoever (collectively, Claims) arising from or relating to LACERA’s non-disclosure of any such designated portions of a proposal; and
2. All Claims arising from or relating to LACERA’s public disclosure of any such designated portions of a proposal if LACERA determines disclosure is deemed required by law, or if disclosure is ordered by a court of competent jurisdiction.

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

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

6. DIVERSITY, EQUITY, AND INCLUSION

LACERA values diversity, equity, and inclusion (“DEI”), and believes that effectively accessing and managing diverse talent leads to improved outcomes. LACERA takes a broad view of diversity, inclusive of varied backgrounds including, but not limited to, age, experience, race, ethnicity, sexual orientation, gender, 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, the response must include (see Exhibit H):

- 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 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 finding, 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 – used when vendor might have access to or use of LACERA systems or information, SOC-2 reports – used when vendor might have access to or use of LACERA systems or information, systems penetration testing – used when vendor has access to LACERA systems or information and HIPAA Business Associate agreements – used when vendor has access to member personal health information. 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. LACERA may end negotiations, at its sole discretion, if it believes a satisfactory agreement cannot be negotiated. LACERA reserves the right to award a contract based upon proposals received; you should not rely upon the opportunity to alter your proposal (e.g., services to be provided, fees, etc.) during contract negotiations.

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

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

LACERA has the right to change or negotiate contract terms different than those in Exhibit D in our sole discretion.

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

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.

The information you submit in response to this RFP will become the exclusive property of LACERA. Your response will not be returned to you, and LACERA will not reimburse you for response preparation expenses.

(The rest of this page is left intentionally blank)

EXHIBIT A

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

Respondent Name:

Respondent Address:

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

Respondent specifically acknowledges the following facts:

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

[/s]

EXHIBIT B

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

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

Minimum Qualifications include:

[INSERT MINIMUM QUALIFICATION REQUIREMENTS HERE FROM SECTION 3]

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

Authorized Signature

Date

Name and Title (please print)

Name of Firm

EXHIBIT C

QUESTIONNAIRE

(RESPONDENT SHALL USE QUESTIONNAIRE NUMBERING IN ITS PROPOSAL)

[INSERT RFP QUESTIONS IN THIS EXHIBIT]

QUESTIONS SHOULD REQUEST INFORMATION NECESSARY TO DETERMINE THE RESPONDENT'S QUALIFICATIONS AND THEIR ABILITY TO PERFORM THE SERVICES REQUESTED OR THE PRODUCTS DESIRED.

QUESTIONS SHOULD ENCOMPASS THE DATA, TECHNICAL REQUIREMENTS, PERFORMANCE SPECIFICATIONS, CONSULTING EXPERTISE, PRODUCT INFORMATION, OR OTHER LACERA REQUIREMENTS.

INCLUDE A STANDARDIZED FEE SCHEDULE OR A REQUIREMENT FOR A VENDOR-SUPPLIED SCHEDULE AND QUESTIONS THAT THE RESPONDENT WILL ANSWER WITH THEIR RESPONSE.

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 TO BE INSERTED]

EXHIBIT E

IT SECURITY CONTROLS

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

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

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

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

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

LACERA Supply Chain IT Security Controls Assessment			Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
Control Identifier	Control Name	Control Description		
LACERA-0		LACERA Conducts supplier assessment of risk prior to the acquisition or outsourcing of information Systems, Security Services; and will verify that the acquisition or outsourcing of dedicated information security services is approved by the CISO.		
LACERA-1	Supplier	Legal Name of Supplier		
LACERA-2	Supplier	Legal form of business (e.g., U.S. Corporation)		
LACERA-3	Supplier	Parent Corporation		
LACERA-4	Supplier	Web Site		
LACERA-5	Supplier	Dun & Bradstreet Number		
LACERA-6	Supplier	U.S. Federal Taxpayer ID		
LACERA-7	Supplier	What percentage of product/service - development/support is off-shore (non-U.S.)		
LACERA-8	Supplier	What is Supplier's 3rd-Party Security Assessment Validation (e.g., ISO, 27001:13, SOC 2 Type 2)		
LACERA-8	Supplier	Is your product FIPS 140-2 or 140-3 Certified (if yes, provide cert #)		
AC-1	Policy and Procedures	Are Access Control Policy(s) supported		
AC-2(1)	Account Management	Are System Accounts / Service Accounts / Privileged Accounts supported or required		
AC-2(3)	Account Management Disable Accounts	Documented procedure or automated tool to Disable accounts		
AC-2(4)	Account Management Automated Audit Actions	Automatic logging for audit of account creation, modification, enabling, disabling, and removal actions.		
AC-2(5)	Account Management Inactivity Logout	Automatically log out users when [defined time period of inactivity].		
Control Identifier	Control Name	Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
AC-2(12)	Account Management Account Monitoring for Atypical Usage	(a) Monitor / log system accounts login; and (b) Report usage of system accounts to [actions].		
AC-3(7)	Access Enforcement Role-based Access Control	Enforce a role-based access control policy over defined subjects and objects and control access based upon [defined roles and users authorized to assume such roles].		

AC-3(9)	Access Enforcement Controlled Release	Release information outside of the system only if: (a) The receiving [destination] provides [authentication]; and (b) [user roles] are used to validate the appropriateness of the information designated for release.		
AC-3(11)	Access Enforcement Restrict Access to Specific Information Types	Restrict access to data repositories containing [Customer-defined information types].		
AC-3(12)	Access Enforcement Assert and Enforce Application Access	(a) Require integration / API applications to use validated certificates. (c) Validate access changes after initial installation of the application.		
AC-3(14)	Access Enforcement Individual Access	Provide [mechanisms] to enable individuals (Subjects) to have access to [defined elements] of their personally identifiable information.		
AC-4	Information Flow Enforcement	Enforce approved authorizations for controlling the flow of information within the system and between connected systems based on [defined information flow control policies].		
AC-4(2)	Information Flow Enforcement Processing Domains	Use protected processing domains to enforce [defined information flow control policies] as a basis for flow control decisions.		
AC-4(5)	Information Flow Enforcement Embedded Data Types	Enforce [defined limitations] on embedding data types within other data types.		
Control Identifier	Control Name	<u>LACERA Supply Chain IT Security Controls Assessment</u> Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
AC-4(11)	Information Flow Enforcement Configuration of Security or Privacy Policy Filters	Provide the capability for privileged administrators to configure [defined] security or privacy policy filters to support different security or privacy policies.		
AC-4(26)	Information Flow Enforcement Audit Filtering Actions	When transferring information between different security domains, record and audit content filtering actions and results for the information being filtered.		
AC-6(6)	Least Privilege Privileged Access by Non-organizational Users	Prohibit privileged access to the system by non-organizational users.		
AC-6(9)	Least Privilege Log Use of Privileged Functions	Log the execution of privileged functions.		
AC-6(10)	Least Privilege Prohibit Non-privileged Users from Executing Privileged Functions	Prevent non-privileged users from executing privileged functions.		

AC-7	Unsuccessful Login Attempts	Enforce a limit of [defined number] consecutive invalid login attempts by a user during a [organization-defined time period]; and automatically lock the account for an [organization-defined time period] or lock the account until released by an administrator and notify system administrator when the maximum number of unsuccessful attempts is exceeded.		
AC-8	System Use Notification	a. Display system use notification message or banner to users before granting access to the system		
AC-12(2)	Session Termination Termination Message	Display an explicit logout message to users indicating the termination of authenticated communications sessions.		
AC-12(3)	Session Termination Timeout Warning Message	Display an explicit message to users indicating that the session will end in [defined time until end of session].		
Control Identifier	Control Name	Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
AC-14	Permitted Actions Without Identification or Authentication	a. Identify [user actions] that can be performed on the system without identification or authentication; and b. Document and provide supporting rationale in the security plan for the system, user actions not requiring identification or authentication.		
AC-16(10)	Security and Privacy Attributes Attribute Configuration by Authorized Individuals	Provide authorized individuals the capability to define or change the type and value of security and privacy attributes available for association with subjects and objects.		
AC-24	Access Control Decisions	Establish procedures; Implement mechanisms to ensure [access control decisions] are applied to each access request prior to access enforcement.		
AU-2	Event Logging	a. Identify the types of events that the system is capable of logging in support of the audit function		
AU-3	Content of Audit Records	Ensure that audit records contain information that establishes the following: a. What type of event occurred; b. When the event occurred; c. Where the event occurred; d. Source of the event; e. Outcome of the event; and f. Identity of any individuals, subjects, or objects/entities associated with the event.		
AU-9(2)	Protection of Audit Information Store on Separate Physical Systems or Components	Store audit records in a repository that is part of a physically different system or system component than the system or component being audited.		
AU-9(3)	Protection of Audit Information Cryptographic Protection	Implement cryptographic mechanisms to protect the integrity of audit information and audit tools.		

Control Identifier	Control Name	<u>LACERA Supply Chain IT Security Controls Assessment</u> Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
AU-11	Audit Record Retention	Retain audit records for [organization-defined time period consistent with records retention policy] to provide support for after-the-fact investigations of incidents and to meet regulatory and organizational information retention requirements.		
CM-3(2)	Configuration Change Control Testing, Validation, and Documentation of Changes	Test, validate, and document changes to the system before finalizing the implementation of the changes.		
CM-14	Signed Components	Prevent the installation of [software and firmware components] without verification that the component has been digitally signed using a certificate that is recognized and approved by the organization.		
CP-4(4)	Contingency Plan Testing Full Recovery and Reconstitution	Include a full recovery and reconstitution of the system to a known state as part of [Organization]contingency plan.		
CP-9(8)	System Backup Cryptographic Protection	Implement cryptographic mechanisms to prevent unauthorized disclosure and modification of backup information.		
CP-10	System Recovery and Reconstitution	Provide for the recovery and reconstitution of the system to a known state within recovery time and recovery point objectives after a disruption, compromise, or failure.		
CP-10(2)	System Recovery and Reconstitution Transaction Recovery	Implement transaction recovery for systems that are transaction-based.		
CP-10(4)	System Recovery and Reconstitution Restore Within Time Period	Provide the capability to restore system components from configuration-controlled and integrity-protected information representing a known, operational state for the components.		
CP-10(6)	System Recovery and Reconstitution Component Protection	Protect system components used for recovery and reconstitution.		
Control Identifier	Control Name	<u>LACERA Supply Chain IT Security Controls Assessment</u> Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
IA-2(1)	Identification and Authentication (organizational Users) Multi-factor Authentication to Privileged Accounts	Implement multi-factor authentication for access to privileged accounts.		

IA-2(2)	Identification and Authentication (organizational Users) Multi-factor Authentication to Non-privileged Accounts	Implement multi-factor authentication for access to non-privileged accounts.		
IA-2(5)	Identification and Authentication (organizational Users) Individual Authentication with Group Authentication	When shared accounts or authenticators are employed, require users to be individually authenticated before granting access to the shared accounts or resources.		
IA-2(8)	Identification and Authentication (organizational Users) Access to Accounts — Replay Resistant	Implement replay-resistant authentication mechanisms for access to [Selection (one or more): privileged accounts; non-privileged accounts]. Techniques used to address this include protocols using nonces (e.g., numbers generated for a specific one-time use) or challenges (e.g., TLS, WS-Security) and PKI certificates. Additional techniques include time-synchronous or challenge-response one-time authenticators.		
IA-2(10)	Identification and Authentication (organizational Users) Single Sign-on	Provide a single sign-on capability for system accounts and services.		
IA-2(12)	Identification and Authentication (organizational Users) Acceptance of PIV Credentials	Accept and electronically verify Personal Identity Verification-compliant credentials.		
Control Identifier	Control Name	<u>LACERA Supply Chain IT Security Controls Assessment</u> Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
IA-4(1)	Identifier Management Prohibit Account Identifiers as Public Identifiers	Prohibit the use of system account identifiers that are the same as public identifiers for individual accounts.		

IA-5(1)	Authenticator Management Password-based Authentication	For password-based authentication: (a) Maintain a list of commonly-used, expected, or compromised passwords and update the list when organizational passwords are suspected to have been compromised directly or indirectly; (b) Verify, when users create or update passwords, that the passwords are not found on the list of commonly-used, expected, or compromised passwords in IA-5(1)(a); (c) Transmit passwords only over cryptographically-protected channels; (d) Store passwords using an approved salted key derivation function, preferably using a keyed hash; (e) Require immediate selection of a new password upon account recovery; (f) Allow user selection of long passwords and passphrases, including spaces and all printable characters; (g) Employ automated tools to assist the user in selecting strong password authenticators.		
IA-5(2)	Authenticator Management Public Key-based Authentication	(a) For public key-based authentication: (1) Enforce authorized access to the corresponding private key; and (2) Map the authenticated identity to the account of the individual or group; and (b) When public key infrastructure (PKI) is used: (1) Validate certificates by constructing and verifying a certification path to an accepted trust anchor, including checking certificate status information; and (2) Implement a local cache of revocation data to support path discovery and validation.		
Control Identifier	Control Name	Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
		<u>LACERA Supply Chain IT Security Controls Assessment</u>		
IA-5(5)	Authenticator Management Change Authenticators Prior to Delivery	Require developers and installers of system components to provide unique authenticators or change default authenticators prior to delivery and installation.		
IA-5(7)	Authenticator Management No Embedded Unencrypted Static Authenticators	Ensure that unencrypted static authenticators are not embedded in applications or other forms of static storage.		
IA-7	Cryptographic Module Authentication	Implement mechanisms for authentication to a cryptographic module that meets the requirements of AT LEAST FIPS -140-2.		
IA-8(2)	Identification and Authentication (non-organizational Users) Acceptance of External Authenticators	(a) Accept only external authenticators that are NIST-compliant; and (b) Document and maintain a list of accepted external authenticators.		

IR-4(5)	Incident Handling Automatic Disabling of System	Implement a configurable capability to automatically disable the system if [security violations] are detected.		
IR-4(6)	Incident Handling Insider Threats	Implement an incident handling capability for detecting incidents involving insider threats.		
IR-4(11)	Incident Handling Integrated Incident Response Team	Establish and maintain an incident response team that can be deployed to any location identified by the organization within [defined time period].		
IR-4(14)	Incident Handling Security Operations Center	Establish and maintain a security operation [support] center.		
IR-4(15)	Incident Handling Public Relations and Reputation Repair	(a) Manage public relations associated with an incident; and (b) Employ measures to repair the reputation of the organization.		
IR-5	Incident Monitoring	Track and document incidents.		
Control Identifier	Control Name	Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
		<u>LACERA Supply Chain IT Security Controls Assessment</u>		
IR-5(1)	Incident Monitoring Automated Tracking, Data Collection, and Analysis	Track [security] incidents and collect and analyze incident information [preferably using automated mechanisms].		
IR-6(3)	Incident Reporting Supply Chain Coordination	Provide incident information to the customer of the product or service and other organizations involved in the supply chain or supply chain governance for systems or system components related to the incident.		
IR-7	Incident Response Assistance	Provide an incident response support resource, integral to the supplier's organizational incident response capability, that offers advice and assistance to users of the system for the handling and reporting of incidents.		
IR-8	Incident Response Plan	1. Provide the [Customer's] organization with a roadmap for implementing supplier's incident response capability; 2. Describes the structure and organization of the incident response capability; 3. Provides a high-level approach for how the incident response capability fits into the overall organization; 5. Defines reportable incidents; 6. Provides metrics for measuring the incident response capability within the organization; 7. Defines the resources and management support needed to effectively maintain and mature an incident response capability; 8. Addresses the sharing of incident information; 10. Explicitly designates responsibility for incident response.		

Control Identifier	Control Name	<u>LACERA Supply Chain IT Security Controls Assessment</u> Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
IR-8(1)	Incident Response Plan Breaches	Include the following in the Incident Response Plan for breaches involving personally identifiable information: (a) A process to determine if notice to individuals or other organizations, including oversight organizations, is needed; (b) An assessment process to determine the extent of the harm, embarrassment, inconvenience, or unfairness to affected individuals and any mechanisms to mitigate such harms; and (c) Identification of applicable privacy requirements.		
IR-9	Information Spillage Response	Respond to information spills by: a. Assigning personnel with responsibility for responding to information spills; b. Identifying the specific information involved in the system contamination; c. Alerting [defined personnel or roles] of the information spill using a method of communication not associated with the spill; d. Isolating the contaminated system or system component; e. Eradicating the information from the contaminated system or component; f. Identifying other systems or system components that may have been subsequently contaminated.		
IR-9(3)	Information Spillage Response Post-spill Operations	Implement procedures to ensure that organizational personnel impacted by information spills can continue to carry out assigned tasks while contaminated systems are undergoing corrective actions.		
MA-2(2)	Controlled Maintenance Automated Maintenance Activities	(a) Schedule, conduct, and document maintenance, repair, and replacement actions for the system; and (b) Produce up-to date, accurate, and complete records of all maintenance, repair, and replacement actions requested, scheduled, in process, and completed.		
MA-3(2)	Maintenance Tools Inspect Media	Check media containing diagnostic and test programs for malicious code before the media are used in the system.		
PL-7	Concept of Operations	a. Develop a Concept of Operations (CONOPS) for the system describing how to operate the system from the perspective of information security and privacy; and b. Review and update the CONOPS.		
Control Identifier	Control Name	<u>LACERA Supply Chain IT Security Controls Assessment</u> Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
PL-10	Baseline Selection	Define the security controls baseline for the system.		

PM-2	Information Security Program Leadership Role	Appoint a senior agency information security officer with the mission and resources to coordinate, develop, implement, and maintain an organization-wide information security program.		
PM-3	Information Security and Privacy Resources	a. Include the resources needed to implement the information security and privacy programs in capital planning and investment requests and document all exceptions to this requirement; b. Prepare documentation required for addressing information security and privacy programs in capital planning and investment requests in accordance with applicable laws, executive orders, directives, policies, regulations, standards; and c. Make available for expenditure, the planned information security and privacy resources.		
PM-4	Plan of Action and Milestones Process	a. Implement a process to ensure that plans of action and milestones for the information security, privacy, and supply chain risk management programs and associated organizational systems: 1. Are developed and maintained; 2. Document the remedial information security, privacy, and supply chain risk management actions to adequately respond to risk to organizational operations and assets, individuals, other organizations, and 3. Are reported in accordance with established reporting requirements. b. Review plans of action and milestones for consistency with the organizational risk management strategy and organization-wide priorities for risk response actions.		
PM-7(1)	Enterprise Architecture Offloading	As a supplier of products / services, are any essential functions or services offloaded to other systems, system components, or an external provider [specify]		
Control Identifier	Control Name	<u>LACERA Supply Chain IT Security Controls Assessment</u> Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
RA-5	Vulnerability Monitoring and Scanning	a. Monitor and scan for vulnerabilities in the system and hosted applications b. Employ vulnerability monitoring tools for: 1. Enumerating platforms, software flaws, and improper configurations; 2. Formatting checklists and test procedures; and 3. Measuring vulnerability impact; c. Analyze vulnerability scan reports and results from vulnerability monitoring; d. Remediate legitimate vulnerabilities; e. Share information obtained from the vulnerability monitoring process		

RA-5(11)	Vulnerability Monitoring and Scanning Public Disclosure Program	Establish a public reporting channel for receiving reports of vulnerabilities in systems and system components.		
SA-4(1)	Acquisition Process Functional Properties of Controls	Require the developer of the system, system component, or system service to provide a description of the functional properties of the controls to be implemented.		
SA-4(2)	Acquisition Process Design and Implementation Information for Controls	The developer of the system, system component, or system service must provide design and implementation information for the controls that includes security-relevant external system interfaces; high-level design; low-level design; source code or hardware schematics;		
SA-4(3)	Acquisition Process Development Methods, Techniques, and Practices	The developer of the system, system component, or system service must demonstrate the use of a system development life cycle process that includes: (a) Systems engineering methods; (b) Systems security; privacy, engineering methods; and (c) Software development methods; testing, evaluation, assessment, verification, and validation methods; and quality control processes.		
SA-4(5)	Acquisition Process System, Component, and Service Configurations	The developer of the system, system component, or system service must: (a) Deliver the system, component, or service with security configurations implemented; and (b) Use security configurations as the default for any subsequent system, component, or service reinstallation or upgrade.		
Control Identifier	Control Name	<u>LACERA Supply Chain IT Security Controls Assessment</u> Control Description	Has the Control Been Tested and Validated?	Validation Results or Location of Documented Results
SA-4(12)	Acquisition Process Data Ownership	Are organizational data ownership requirements in the acquisition contract; and terms that require all data to be removed from the contractor's system and returned to the Customer-organization within [defined time frame].		
SA-9(2)	External System Services Identification of Functions, Ports, Protocols, and Services	Identify the functions, ports, protocols, and other services required for the use of such services.		
SA-9(8)	External System Services Processing and Storage Location — U.S. Jurisdiction	Is the geographic location of information processing and data storage facilities located within in the legal jurisdictional boundary of the United States?		
SC-45(1)	System Time Synchronization Synchronization with Authoritative Time Source	Synchronize the internal system clocks to the authoritative time source within Stratum 3.		

EXHIBIT F

INTENT TO RESPOND

Intent to Respond.

If you choose to respond to this RFP, please send this form via email to mecp@lacera.com no later than 5:00 p.m. PT, September 29, 2023. Failure to send your Intent to Respond may disqualify your firm from submitting a proposal.

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

To:	Cookie Jaranilla	From:	
Co.:	LACERA – Systems Division	Title:	
Phone:	626-564-6000	Co.:	
Email:	mecp@lacera.com	Phone:	
Re:	Intent to Respond	Email:	
		Date:	

Our firm intends to submit a response for LACERA's RFP for Member Experience Communications Platform.

Please send inquiries 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 and does 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	Company Overview	20%
2	Functions, Features and Capabilities	30%
3	Integration, Security, Support and Implementation	25%
4	Pricing	20%
5	RFP Response Compliance	5%
6	TOTAL	100%

EXHIBIT H

DIVERSITY, EQUITY, AND INCLUSION QUESTIONNAIRE



DIVERSITY 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

I. Policy

1. Describe your firm’s approach to diversity, equity, and inclusion (“DEI”) in the workplace and its relation to your strategic objectives.
2. Does your firm have a written policy (or policies) addressing workplace DEI (“Policy”)? A Policy defines the firm’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 firm document.

Please provide a copy of your firm’s Policy.

3. Does your Policy address sexual harassment in the workplace? If not, please explain.
4. If your firm does not have a written policy, do you commit to promptly adopting and providing a copy of a Policy, if your firm is awarded a mandate/contract with LACERA?

II. Oversight

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

III. Track Record

10. Please complete the charts in **Section II** regarding your firm's workplace composition as defined by the Equal Employment Opportunity Commission categories for employees of your firm's U.S. operations. We also request completion of similar information for non-U.S. employees, absent any applicable legal or regulatory restrictions.
11. Does your firm commit to providing the firm's workforce composition in a format similar to
Section II on a periodic basis, if awarded with a mandate/contract with LACERA? Has your firm been subject to any judicial, regulatory, or other legal finding, formal action, or claims related to equal employment opportunity, workplace discrimination, or sexual harassment during the past twelve years? Please describe.
12. Please identify the number of confidential settlements and/or non-disclosure agreements related to workplace discrimination and/or sexual harassment entered into by your firm during the past twelve years. Please describe the nature of each settlement within the terms of the confidential settlement.

IV. Objectives and Compliance Strategies

13. Does your firm integrate DEI into executives' performance reviews and/or incentive pay objectives? Please describe.
14. Does your firm conduct pay disparity analyses to discern any disparities by gender, race, ethnicity, or other attributes of diversity? Please describe or explain why not.

15. Does your firm have a clawback or recoupment policy in place by which workplace misconduct, such as sexual harassment, may trigger recoupment of incentive pay, awards, bonuses, or other compensation?
16. Does your firm provide paid family leave provisions? If yes, please describe.
17. Please explain any other incentives or risk mitigation strategies your firm employs to promote compliance with your DEI policies.
18. How does your firm promote an accessible workplace for employees with disabilities?
19. Please describe any DEI objectives or goals your firm has.
20. Describe any affiliations or leadership positions related to DEI with which your firm is involved.

Section II

I. General Instructions

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

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

LACERA takes a broad view of diversity and welcomes firms to report on diversity attributes relevant to your business. However, as a standard baseline, LACERA requests all firms with U.S. operations to provide reporting consistent with the gender, race, and ethnicity categories used by the United States Equal Employment Commission (EEOC) in your firm's Employer Report EEO-1.

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

Please complete all columns in Tables 1, 2, and 3 by entering in the number of employees or individuals for each relevant category (not percentages). 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 firm's governing board (or executive committee), as well as CEO, CFO, COO or equivalent positions.

Management professionals: All professionals who have a role in decision-making at the firm, including those with discretion about labor issues such as supervisors.

Management support: All professionals who have a role in supporting business function, 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 executive staff, the individual may be counted in both rows.

Total compensation figures should be provided for all management professionals in each category reported in Row 2 as a percentage of total compensation of all management professionals (not total personnel of the firm).

Your firm may elect to provide information on additional diversity categories. If you choose to do so, please provide such information on additional sheets.