

# Enterprise Resource Planning (ERP) System

---

## Request for Proposal

---

*October 2020*



**Orange County Employees Retirement System (OCERS)**

2223 E Wellington Avenue Suite 100

Santa Ana, CA 92701 USA

1-(714)-558-6200

<http://www.ocers.org>

# Contents

---

- Section 1: Introduction..... 3
- Section 2: Background..... 3
- Section 3: Scope of Services ..... 4
- Section 4: General Conditions ..... 5
- Section 5: Point of Contact..... 6
- Section 6: Response to Request for Proposal ..... 6
- Section 7: Proposal Requirements ..... 7
- Section 8: Evaluation Criteria ..... 8
- Section 9: Non-Discrimination Requirement ..... 9
- Section 10: Notice Regarding the California Public Records Act and the Brown Act..... 9
- Section 11: Contract Negotiations ..... 10
- Section 12: Reservations by OCERS..... 10
  
- Exhibit A: Scope of Services..... 12
- Exhibit B: Standard Services Agreement ..... 28
- Exhibit C: Minimum Qualifications Certification ..... 46
- Exhibit D: Proposal Cover Page and Check List ..... 47

## Section 1: Introduction

The Orange County Employees Retirement System (“OCERS”) is requesting proposals from qualified firms interested in providing an enterprise resource planning (ERP) solution that meets the requirements identified in this RFP. OCERS requires that any proposal for an ERP also include professional services necessary to implement the system.

Those who wish to be considered must submit their completed proposal by **5:00 p.m., PST, November 30, 2020**. Specific instructions for proposal submissions are contained in Section 7 of this RFP. ***\*Please note, OCERS has a file size limit of 20 megabytes. If your submission exceeds our size limit, please send an email immediately to [jdoezie@ocers.org](mailto:jdoezie@ocers.org) and we will get back to you with instructions.***

Questions about this RFP must be submitted in writing by **5:00 p.m. PST, November 9, 2020** to Jim Doezie, Contracts, Risk & Performance Administrator, by email at [jdoezie@ocers.org](mailto:jdoezie@ocers.org).

## Section 2: Background

OCERS was established in 1945 under the provisions of the County Employees Retirement Law of 1937, and provides members with retirement, disability, death, and cost-of-living benefits. There are approximately 46,000 members served by OCERS, of which over 18,000 are retirees. The Board of Retirement consists of nine members, four of whom are appointed by the County’s Board of Supervisors, four who are elected by the active members of OCERS, and one, the County Treasurer, who serves as an ex-officio member. There is also one elected alternate member. The Board of Retirement is responsible for establishing policies, regulations and guidelines for the investment of the assets of the pension fund which had a net asset value of \$17.3 billion as of December 31, 2019. OCERS has one physical location located at 2223 E. Wellington Avenue, Suite 100, Santa Ana, CA 92701 with approximately 90 employees spread throughout the following departments:

- ▶ Communications
- ▶ Disabilities
- ▶ Executive
- ▶ Finance
- ▶ Human Resources
- ▶ Information Security
- ▶ Information Technology
- ▶ Internal Audit
- ▶ Investments
- ▶ Legal
- ▶ Member Services
- ▶ Operations Support Services

OCERS operates as a cost-sharing multiple-employer defined benefit pension plan for the County of Orange, Orange County Superior Court of California, City of San Juan Capistrano, and ten special districts: Orange County Cemetery District, Children and Families Commission of Orange County, Orange County Employees Retirement System, Orange County Fire Authority, Orange County In-Home Supportive Services Public Authority, Orange County Local Agency Formation Commission (LAFCO), Orange County Public Law Library, Orange County Sanitation District, Orange County Transportation Authority and Transportation Corridor Agencies. Capistrano

Beach Sanitary District, Cypress Recreation & Parks District, Orange County Mosquito and Vector Control District, City of Rancho Santa Margarita, the Orange County Department of Education and the University of California, Irvine Medical Center and Campus are no longer active employers, but retired members and their beneficiaries, as well as deferred members, remain in the plan. OCERS is legally and fiscally independent of the County of Orange. For additional information about OCERS, please refer to the OCERS' website at [ocers.org](http://ocers.org).

OCERS is currently utilizing Microsoft Dynamics SL 2011 FP1 (version 8.0), for its accounting software. The modules currently being used include general ledger, accounts payable, cash management, e-Banking, and add-on modules for fixed assets and laser check printing. There are many limitations associated with the current software, including extensive use of spreadsheets; financial reports that are created and maintained outside of the system by IT; paper approvals; manual bank reconciliations; and manual processing of expense reimbursements. In addition, the development of the annual budget and related budget reports are based on an internally-developed program that utilizes both Excel and SharePoint.

As part of the process in assessing software needs, OCERS will be evaluating how it can improve policies and processes, identify more efficient ways of doing business, and consider integrating into the system processes that are currently being performed by stand-alone software, third parties, manually or are non-existent, including contracts, procurement, performance management, employee payroll, project management and risk management.

The project scope, project goals, and more information is listed in Exhibit "A" of this RFP. OCERS desires to limit customization of the product and for the vendor to complete the availability of required functionality out of the box or through configuration.

### **Section 3: Scope of Services**

The detailed scope of services for this engagement is outlined in the attached Exhibit "A" ("Scope of Services"). The primary objectives are to provide OCERS with an Enterprise Resource Planning (ERP) system, including software, implementation, project management, and other ongoing services.

The firm selected for this engagement will be expected to meet requirements that include, but are not limited to, the following:

1. The firm must have all necessary permits and licenses to perform the requested services and must be bonded where applicable.
2. Minimum insurance coverage must include the following items, and proof of such insurance must be provided to OCERS prior to the commencement of work, on an annual basis, and upon request:
  - Commercial General Liability: \$2M per occurrence, \$2M aggregate
  - Automobile Liability: \$1M per occurrence, \$2M aggregate
  - Workers Compensation: \$1M per occurrence, \$1M aggregate
  - Umbrella Liability: \$8M per occurrence, \$8M aggregate
  - *Professional Liability*: \$2M per occurrence, \$3M aggregate
  - *Cyber Security Insurance*: \$2M per occurrence, \$5M aggregate
  - *Fidelity Insurance*: \$5M per occurrence

OCERS must be listed as an additional insured on the above policies.

3. The firm shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions as requested in this RFP.

4. The initial term of the contract awarded pursuant to this RFP will be for a three (3) year period, with OCERS retaining the option to renew the contract, on an annual basis, for up to an additional three (3) years.
5. All work under the contract awarded shall be performed and all equipment furnished or installed in accordance with applicable safety codes, ordinances, and other regulations, including the regulations of the State of California, Division of Industrial Safety and the provisions of the California Labor Code, the Occupational Safety and Health Act of 1970, the California Occupational Health and Safety Act.
6. Minimum Qualifications  
All respondents are required to sign and return the "Minimum Qualifications Certification," attached as Exhibit "C."

## **Section 4: General Conditions**

All terms, conditions, requirements, and procedures included in this RFP must be met for a proposal to be qualified. A proposal that fails to meet any material term, condition, requirement, or procedure of this RFP may be disqualified. OCERS reserves the right to waive or permit cure of non-material errors or omissions. OCERS reserves the right to modify, amend, or cancel the terms of this RFP at any time.

OCERS may modify this RFP prior to the date fixed for submission of a proposal by posting, mailing, emailing or faxing an addendum to the respondents known to be interested in submitting a proposal. Failure of a respondent to receive or acknowledge receipt of any addendum shall not relieve the respondent of the responsibility for complying with the terms thereof.

A respondent's proposal shall constitute an irrevocable offer for the 120 days following the deadline for submission of proposals. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

All proposals submitted in response to this RFP will become the exclusive property of OCERS. Proposals will not be returned to respondents.

By submitting a proposal, the respondent acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements unless clearly and specifically noted in the proposal submitted.

## Section 5: Point of Contact

A quiet period will be in effect from the date of issuance of this RFP until announcement of the selection of a firm or firms under this RFP. During the quiet period, respondents are not permitted to communicate with any OCERS staff member or Board Member regarding this RFP except through the Point of Contact named herein. Respondents violating this quiet period may be disqualified at OCERS' discretion. Respondents having current business with OCERS must limit their communications to the subject of such business.

OCERS' normal business hours of operations are from 08:00 to 17:00 Monday through Friday, except for federal and state holidays.

---

### The Point of Contact for all matters relating to this RFP is:

**Name:** Jim Doezie

**Title:** Contracts, Risk & Performance Administrator

**Address:** OCERS  
2223 E Wellington Ave., Suite 100  
Santa Ana, CA 92701

**Telephone:** (714) 569-4884

**Email:** [jdoezie@ocers.org](mailto:jdoezie@ocers.org)

**OCERS Website:** [www.OCERS.org](http://www.OCERS.org)

**Status:** See the OCERS website for status of the RFP and announcements. These items can also be found here: <https://www.ocers.org/search/site/rfp>

---

## Section 6: Response to Request for Proposal

Proposals must be submitted to the Point of Contact identified in [Section 5](#) and delivered by the due date and time stated below in the RFP Schedule.

OCERS will accept electronic, paper, or both types of submissions. Proposals may be submitted electronically in Microsoft Word or Adobe Acrobat PDF format to the email address noted in [Section 5](#). Submission may also be made by mailing a USB flash drive with the electronic files, or a paper copy to the mailing address noted in [Section 5](#). If paper copies are submitted, two (2) copies must be submitted.

## RFP Schedule

The following timetable constitutes a tentative schedule for this RFP process. OCERS reserves the right to modify this schedule at any time.

Deliverable	Date	Time
Release of RFP	October 30, 2020	
RFP Questions Deadline	November 9, 2020	5 p.m. (Pacific Time Zone)
RFP Answers Posted	November 16, 2020	
RFP Submission Deadline	November 30, 2020	5 p.m. (Pacific Time Zone)
OCERS Review of RFP Submissions	December 1-11, 2020	
Selection of Finalists	December 14, 2020	
Interviews of Finalists and Software Demonstrations	January 5-8, 2021 (est.)	
Service Award	January 19, 2021	

## Section 7: Proposal Requirements

Proposals must include the following information:

1. The "Minimum Qualifications Certification," attached as Exhibit "C."
2. The "Proposal Cover Page and Check List," attached as Exhibit "D."
3. An executive summary that provides the respondent's background, experience, and other qualifications to provide the services included in the Scope of Services attached as Exhibit A.
4. A description of the respondent including:
  - a. Brief history, including year the respondent firm was formed.
  - b. Ownership structure.
  - c. Office locations.
  - d. Organization chart.
  - e. Number of employees.
  - f. Annual revenues.
  - g. Scope of services offered.
  - h. Respondent's specialties, strengths, and limitations.
5. The names and qualifications of fully trained and qualified staff that will be assigned to OCERS work, including a detailed profile of each person's background and relevant individual experience.

6. At least three (3) references for which the respondent has provided services similar to those included in the Scope of Services. Please include for each reference the individual point of contact, a summary of the work performed, and the length of time the respondent provided each service.
7. Copies of any pertinent licenses required to deliver respondent's product or service (e.g., business license).
8. A copy of respondent's standard professional services contract.
9. An explanation of the pricing proposal for the scope of work including pricing of fees and costs, billing practices, and payment terms that would apply. OCERS does not place any limits on the approach to pricing and is open to presentation of more than one pricing alternative for the scope of work, or portions of it, including a separate proposal for a *potential* human resources system to be considered for integration into the new ERP at a later time. This section of the response should include an explanation as to how the pricing approach(es) will be managed to provide the best value to OCERS. The respondent should represent that the pricing offered to OCERS is, and will remain, equivalent to or better than that provided to other public pension fund clients, or should provide an explanation as to why this representation cannot be provided. All pricing proposals should be "best and final," although OCERS reserves the right to negotiate on pricing.
10. An explanation of all actual or potential conflicts of interest that the respondent may have in contracting with OCERS.
11. A description of all past, pending, or threatened litigation, including malpractice claims, administrative, state ethics, disciplinary proceedings, and other claims against respondent and/or any of the individuals proposed to provide services to OCERS.
12. Any other information that the respondent deems relevant to OCERS' selection process.

## Section 8: Evaluation Criteria

Responses will be evaluated based upon the following:

1. Experience and reputation of the respondent.
2. Functionality, reliability and usability of the actual software to meet our needs.
3. Quality of the team proposed to provide services to OCERS, including staffing depth, experience, turnover, and compensation.
4. Quality of reports.
5. Pricing and value.
6. Delivery and payment terms.
7. Compliance with technical standards contained in this RFP.
8. The organization, completeness, and quality of the proposal.
9. Information provided by references.
10. Other factors OCERS determines to be relevant.

The factors will be considered as a whole, without a specific weighting.

OCERS may require one or more interviews with or personal presentations by finalists to be conducted with staff, Board Members, and/or the entire Board of Retirement.

If the information in the proposal is deemed to be insufficient for evaluation, OCERS may request additional information or reject the proposal outright at OCERS' sole discretion. False, incomplete, or unresponsive statements in connection with a proposal may result in rejection of the proposal.



## **Section 9: Non-Discrimination Requirement**

By submitting a proposal, the respondent represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, ethnic group identification, mental disability, physical disability, medical condition, genetic information, marital status, ancestry, sex, gender, sexual orientation, gender identity, gender expression, age, or military and veteran status.

## **Section 10: Notice Regarding the California Public Records Act and the Brown Act**

The information submitted in response to this RFP will be subject to public disclosure pursuant to the California Public Records Act (California Government Code Section 6250, et. seq., the "Act"). The Act provides generally that all records relating to a public agency's business are open to public inspection and copying unless specifically exempted under one of several exemptions set forth in the Act. If a respondent believes 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 OCERS 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 OCERS under the Act. Fee and pricing proposals are not considered "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY".

If OCERS receives a request pursuant to the Act for materials that a respondent has marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," and if OCERS agrees that the material requested is not subject to disclosure under the Act, OCERS will either notify the respondent so that it can seek a protective order at its own cost and expense, or OCERS will deny disclosure of those materials. OCERS 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 OCERS' sole discretion. OCERS retains the right to disclose all information provided by a respondent.

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

1. Any and 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 OCERS' non-disclosure of any such designated portions of a proposal; and
2. Any and all Claims arising from or relating to OCERS' public disclosure of any such designated portions of a proposal if OCERS determines disclosure is required by law, or if disclosure is ordered by a court of competent jurisdiction.

## Section 11: Contract Negotiations

OCERS will propose a contract to the successful respondent, which will contain such terms as OCERS, in its sole discretion, may require. In addition, the selected firm will agree that this RFP and the firm's proposal will be incorporated by reference into any resulting contract.

This RFP is not an offer to contract. Acceptance of a proposal neither commits OCERS to award a contract to any respondent, nor does it limit OCERS' right to negotiate the terms of a contract in OCERS' best interest, including the addition of terms not mentioned in this RFP. The final contract must, among other terms and conditions required by OCERS, allow OCERS to terminate the contract a) for OCERS' convenience, b) if funds are not appropriated for the services to be provided, or c) for default.

The general form of the contract OCERS intends to use is included as Exhibit "B" ("OCERS Services Agreement"). OCERS reserves the right to make changes to the contract prior to execution, including material changes. The final Scope of Services to be included in the contract will be determined at the conclusion of the RFP process.

By submitting a proposal without comment on the OCERS Services Agreement, respondent will be deemed to have agreed to each term in the OCERS Services Agreement, and to not seek any modifications to it. If respondent objects to any term in the OCERS Services Agreement or wishes to modify or add terms to the OCERS Services Agreement, the proposal must identify each objection and propose language for each modification and additional term sought. A rationale should be included for each objection, modification, or addition.

## Section 12: Reservations by OCERS

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

1. Cancel or modify this RFP, in whole or in part, at any time.
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 OCERS may request.
3. Reject the proposal of any respondent who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a timely manner, or for any other reason in OCERS' sole discretion.
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.
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 OCERS in OCERS' sole discretion, which may not be the proposal offering the lowest fees.
6. Request additional documentation or information from respondents, which may vary by respondent. OCERS 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.
7. Reject any or all proposals submitted in response to this RFP.
8. 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. Determine the extent, without limitation, to which the services of a successful respondent are or are not actually utilized.
10. Defer selection of a bidder to a time of OCERS' choosing.
11. Consider information about a respondent other than, and in addition to, that submitted by the respondent.

**Exhibit A**  
**Scope of Services**

## A.1 Scope of Services – Overview

The overall scope of services for the project is defined in Sections A.2 – A.2.14 below. Scope includes software, implementation, project management, and other ongoing services.

<b>Functional Scope – Proposed Priorities</b>		
<b>Priority 1 – General Ledger (A.2.1 – A.2.5)</b>	<b>Priority 2 – Other Financial Processes (A.2.6-A.2.11)</b>	<b>Priority 3 – Other Optional Business Processes (A.2.12-A.2.14)</b>
<ul style="list-style-type: none"> <li>• Accounting/General Ledger</li> <li>• Accounts Payable</li> <li>• Procurement/Contracts</li> <li>• Cash Management</li> <li>• Capital Assets</li> </ul>	<ul style="list-style-type: none"> <li>• Budget</li> <li>• Expense Reporting</li> <li>• Inventory</li> <li>• Project Management</li> <li>• Risk Management</li> <li>• Investment/Portfolio Management</li> </ul>	<ul style="list-style-type: none"> <li>• Human Resources</li> <li>• Position Control</li> <li>• Payroll</li> </ul>

## A.2 Project Goals

Within each individual scope category, OCERS expects to use this project to not only implement software, but also implement improvements to OCERS’ policies or business processes. OCERS expects that the chosen vendor will understand OCERS’ goals, will recommend a software program(s), and provide implementation services of those software programs that will assist in guiding OCERS towards achievement of the following goals:

**A.2.1 Accounting/General Ledger** - OCERS is using this project as an opportunity to completely redesign the chart of accounts. In addition, OCERS wants the new system to help automate and streamline processes, eliminate use of spreadsheets to track project, contributions or managerial data, and leverage reporting tools that provide current, accurate, and relevant data to managers.

*Project Goals:*

- Implement a functional chart of accounts
- Generate financial reports with drill-down capabilities directly from system
- Reduce the use of spreadsheets to track pre-payments, capital projects, contract open balances, Employer data and other reporting needs
- Use the system for accurate and timely reporting on budget to actuals
- Use the system for reporting needs at a department and Employer level

**A.2.2 Accounts Payable** - OCERS would like to implement best practices featuring electronic workflow for invoice approvals, modern security and internal controls, and efficient processes.

*Project Goals:*

- Implement electronic workflow for approval of invoices

- Eliminate the need for spreadsheets to track invoices routed for approval
- Use the system for accurate and timely reporting of outstanding accounts payable
- Ability to edit general ledger accounts that have been coded to invoices at time of entry, but prior to payment
- Increase the number of vendors paid electronically via ACH
- Ability to generate bank export files (e.g., ACH and positive pay) that can be uploaded to bank
- Update laser check printing capabilities
- Ability to have checks printed by bank

**A.2.3 Procurement/Contracts** – OCERS currently issues less than 20 purchase orders a year using a manual process; however, OCERS would like to use this project as an opportunity to consider implementing a more formal approach to purchase requisitions, purchase orders, RFPs/bids, and contracts, as well as explore p-card usage.

*Project Goals:*

- System is used to monitor and manage spending on contracts
- System is used to generate purchase orders and integrate with accounts payable
- Evaluate the benefits of using p-cards instead of corporate credit cards

**A.2.4 Cash Management**– OCERS primary cash receipts are processed through both the general ledger and our pension administration system, V3, and consist of wires sent to our custodian bank. OCERS also receives approximately 30 checks per month; the majority of these cash are for service credit purchases (SCPs) receipts that are posted manually to the V3 system and the general ledger. In addition, there are various payments for copy fees, refund of overpayments and miscellaneous reimbursements that are processed in the general ledger, and depending on the type of payment, posted manually in V3. OCERS will also occasionally prepare and track invoices manually using Excel. Having an integrated system to manage treasury and cash receipts functions will provide stronger controls in the handling of the cash receipt process.

*Project Goals:*

- Implement an electronic cash receipt process and eliminate use of email and spreadsheets for cash receipt tracking
- Create system-generated invoices
- Automated bank reconciliations

**A.2.5 Capital Assets** – OCERS has a need for capital asset reporting to satisfy accounting standards and for a tool to assist staff with managing those assets. Capital asset functions are managed together between OCERS and the departments that control the assets.

*Project Goals:*

- Track all assets in one system
- Ability to record and track bundled assets

**A.2.6 Budget Preparation** – OCERS would like to use the ERP system to manage the development of both operating and capital budgets. Using data from the system, OCERS expects the system to provide forecasting, analytic, and scenario planning tools to help the Chief Executive Officer and Senior Management decide on allocation of resources.

**Operating Budget** –Departments will submit budget requests in the system for consideration into OCERS' overall budget, including any capital budget requests and a multi-year capital improvement plan (CIP) for any long-term CIP projects.

*Project Goals*

- System used to create budget and generate budget to actual reports
- Base budget on chart of accounts and forecasting of expenditures
- System used to track budget adjustments/amendments
- Ability to develop budget for multiple-year CIP projects

**A.2.7 Expense Reporting** – OCERS’ employees provide an Excel-based expense reimbursement form along with original/copy of receipts for reimbursement of travel and expenses. OCERS would like to implement a system that simplifies and automates the management and tracking of travel and expenses.

*Project Goals*

- Eliminate manual expense reporting and use mobile receipt capture in place of hard copy of receipts
- Use the system to ensure expenses comply with OCERS’ travel policies
- Implement electronic workflow for approval of expenses
- Incorporate an approval process before booking travel

**A.2.8 Inventory** –OCERS currently does not have a system for managing inventory and departments have been relying on spreadsheets and other manual tools to meet needs and identify obsolete or surplus inventory. Primary considerations for use of the inventory module include departmental supply and information technology inventory.

*Project Goals:*

- Allow managers and other staff to monitor inventory quantities using the system
- Eliminate the need to track surplus inventory manually using Excel spreadsheets

**A.2.9 Project Management** – OCERS does not have a high volume of projects; however, OCERS would like the ability to track projects costs as needed.

*Project Goals:*

- System used to manage a variety of projects including estimating activities, scheduling, creating, updating and reporting schedules, cost control and budget management, resource allocation, risk management, and change control

**A.2.10 Risk Management** – OCERS currently uses SharePoint to manage and monitor risks, but would like to explore the availability of an integrated risk management module as part of the ERP.

*Project Goals:*

- Utilize best practices for identifying, monitoring, managing and reporting on areas of risk
- System used to track progress of assessing and mitigating areas of risk

**A.2.11 Investment/Portfolio Management** – OCERS has over 100 investment managers and manually downloads trial balances from the custodian bank into an Excel spreadsheet used to prepare monthly journal entries. OCERS also performs a manual reconciliation between investment manager statements and custodian statements using Excel spreadsheets. OCERS would like to explore options to automate these processes.

*Project Goals:*

- Automate recording of investment activity into general ledger
- Provide reporting tools to perform analysis of financial data
- Automate reconciliation of investment manager statements to custodian statements

**The following business processes, A.2.12 – A.2.14, are related to human resources. OCERS currently uses the County of Orange (County) to process all human resources related functions. Transition of the human resources system from the County to OCERS may be considered at a later date. Should it be decided to bring the human resources functions in-house, OCERS would like the ability to integrate the system functions into the new ERP system. These functions are optional at this time and, if available, they may be included as an alternative cost in the submitted proposal:**

**A.2.12 Human Resources** – OCERS currently utilizes the County’s human resources system including personnel actions, job postings, benefit management, and employee evaluations.

*Potential Project Goals:*

- Integrated electronic personnel action form with approval workflows
- Centralized tracking of employee certifications and ongoing requirements to maintain certification
- Electronic onboarding and offboarding of employees
- Performance management administration
- Provide employee portal
- Career/recruitment portal

**A.2.13 Position Control** – OCERS position control is supported by the County’s system, including the maintenance of salary grade/steps, bargaining unit, benefit information, etc.

*Potential Project Goals:*

- Define positions and job classifications that allow for efficient administration of personnel budget and position control
- Track position history

**A.2.14 Payroll** - OCERS payroll is processed using the County’s payroll and timekeeping system, including submission of electronic timecards, issuance of paychecks, collection and processing of payroll taxes and year-end tax reporting.

*Potential Project Goals:*

- System used to track and communicate leave accruals
- Calculate overtime according to collective bargaining agreements as well as the Fair Labor Standards Act to ensure compliance with contractual and statutory requirements

## **A.3 Project Timeline**

OCERS expects to be ready for implementation in mid-2021. Assuming a mid-January 2021 start, proposers should communicate realistic timelines to both successfully implement the ERP system and to guide OCERS in achieving its stated goals. OCERS expects future conversations around go-live dates, project priorities and duration of the project as part of the evaluation process.

## A.4 Implementation Approach

OCERS understands that each proposer may take a different approach to implementation. However, to better compare different approaches and to ensure that essential components of the implementation are proposed, OCERS requires that all vendors use the definitions below when describing implementation activities. Similarly, OCERS will require that vendors provide tasks in their response to meet both the stage requirements and deliverables contained below. When completing responses required in Section 8 of this RFP, use definitions listed within the section. In the event that proposed activities overlap multiple stages, select the stage that best applies.

**A.4.1 Project Management** – Vendor will be responsible for providing overall coordination and management to the project including governance support, schedule management, risk mitigation, project communications, contract management, and quality assurance. Specific deliverables expected during this stage include:

- Project charter/guidelines
- Project plan
- Status reports
- Requirements traceability

**A.4.2 Knowledge Transfer** – Vendor will be responsible for ensuring that OCERS' project team has sufficient knowledge and understanding of the software to properly participate in the project and subsequent system and business process design discussions. Knowledge transfer stage will include all project team training. Specific deliverables expected during this stage include:

- Project team training plan
- Generic system documentation

**A.4.3 System Design** – Vendor will be responsible for facilitating process to define how the system will be used to meet OCERS' business process requirements and project goals. As part of the design, OCERS expects to engage in discussions around how to use the system most effectively, what changes in business process are required and to document configurations, interfaces, reports, workflows, and security roles. Specific deliverables expected during this stage include:

- System design document

**A.4.4 Build** – After completing design and after OCERS has made decisions on both business process and system configurations, OCERS expects that the vendor and OCERS staff will work collaboratively on building the system. All activities related to system configuration, interface development, report creation, or other build tasks should be included in this stage. Specific deliverables expected during this stage include:

- As-built documentation
- Test scripts

**A.4.5 Testing** – Throughout the process, OCERS expects to engage in execution of a formal test plan. The test plan will be developed during the project and include testing approach, roles and responsibilities for testing, and clear deadlines and expectations around testing effort. Specific deliverables expected during this stage include:

- Testing plan
- Testing results



**A.4.6 Go Live/Support** – At time for go-live, OCERS expects that the vendor will assist with end-user training, work to prepare a cutover plan, and assist with the transition to the new software. Included with go-live could also be assistance for after go-live with management of help-desk type functions. Specific deliverables expected during this stage include:

- Training plan
- End-user training materials
- Cutover plan
- Final acceptance documentation

## **A.5 System and Security Requirements:**

### **Solution Description and Pricing**

1. Please provide a general description of your proposed solution based on OCERS requirements for the application as stated above.
2. For cloud and on premise, please provide a breakdown of the pricing for the proposed solution(s). Specifically for on premise, please differentiate between hardware, software licensing, subscription, professional service, support and maintenance costs.
3. Please indicate if third party applications and/or services are required for the solution to function correctly, as well as who is responsible for purchasing and maintaining the associated licenses or subscriptions.

### **Product History, Roadmap and Updates**

4. Please describe the history of the proposed application offering(s), including initial release date, current version number and brief development history.
5. Please provide information on the product development roadmaps for the proposed solution.
6. Please describe the process of new version releases, release cadence or timing, and the application of software updates to the application(s).
7. Please describe the quality assurance/testing processes to follow to determine whether a new cloud version, or an upgrade or custom modification, is suitable for release.
8. Please describe the process by which opportunities for system enhancements are identified, screened, programmed, field tested and released to customers.
9. Please describe whether the upgrade methodology includes a tracking system not only to report on the status of the upgrade, but also to record problems and bugs.

### **Product Support and Service Warranty**

10. Please describe the support offerings available for proposed solution and the associated costs.
11. Please provide copies and descriptions of all warranties associated with the proposed solution and related applications.

### **Training, Skillset and Customer Success**

12. Please describe the training and associated pricing of training that would be required/recommended for OCERS staff to complete to effectively implement and use the proposed solution. Please include required/recommended training for administrators, power users, and standard users.
13. Please describe the skills and typical job positions OCERS will need to implement, support, and use the proposed solution.
14. Please describe the extent and scope of post sales services available for supporting usage and adoption of the proposed solution.

### **Security Frameworks, Controls and Regulations**

15. What control and compliance frameworks does your company adhere to (ISO, NIST, COBIT, CSA, HITRUST, etc.)?
16. What data security regulations does your company adhere to (PCI-DSS, HIPAA, GDPR, CCPA, GLBA, FISMA, etc.)?

### **System Availability**

17. How do you calculate the average monthly uptime / availability rate of your solution?
18. Do you distinguish between the systems being “up” vs. being “available”?
19. What is the average monthly uptime / availability rate for the proposed solution for the past 12 months?
20. Please describe the resiliency and availability capabilities of the proposed solution. Please note any single points of failure.
21. In the past two years, how many service outages has the proposed solution experienced, and what was the longest period of downtime?
22. Please describe the proposed solutions maintenance schedule and how that may impact availability.
23. How long in advance are customers notified of scheduled maintenance windows and the subsequent estimated downtime?

### **Service Level Agreements**

24. Please provide details of your service-level agreements (SLAs), including system availability, system response times, and support ticket resolution times.
25. Please outline the available service levels, the contractually defined response and resolution times for each service level, and the associated costs.
26. What are the penalties for nonperformance according to your SLAs?
27. Are there any penalties for delayed or degraded performance?
28. Do you provide an uptime / availability guarantee?
29. Describe the protections available for customers against loss of data or data integrity issues?
30. Do you automatically notify customers of an SLA miss?

31. What is the notification window for a customer to submit a SLA claim miss? See above
32. Please provide the documented procedure for escalation if SLAs are not met.

### **Service and Support**

33. Please provide details on the available professional services implementation and deployment offerings with associated costs.
34. Please provide details on the available post-implementation support offerings and associated costs.
35. What methods are available for contacting technical support?
36. Do you offer a dashboard that shows service health?
37. Do you provide system usage and tracking tools?
38. Will we be assigned a dedicated support manager and account representative?
39. Do you have documented change management procedures?
40. Do you have documented incident prioritization procedures?
41. Describe available migration support to and from your services?
42. What support do you provide for third-party application integrations?
43. What is the process for making feature / enhancement suggestions?
44. Do you have a customer advisory panel?

### **Security Assessments**

45. Please provide a copy of your most recent SOC 2 Type 2 report.
46. How often is your organization assessed by an independent third party and a SOC 2 Type 2 report generated?
47. Besides SOC 2 assessments, what other assessments, audits, or penetration tests are performed on your systems? Please state the frequency for each.
48. Do you provide your customer's (or their designee's) with the right to audit your systems? If so, how many audits are permitted within a 12 month period?

### **Personnel Management**

49. What is the name of your company's Chief Information Security Officer or security lead?
50. Does your company have a dedicated Information Security department?
51. Do you outsource any of your Information Technology or Information Security functions? If so, what is outsourced?
52. Do you conduct background checks on employees, contractors and consultants?
53. Do you conduct annual mandatory security awareness training for all users of your systems?
54. How do you assess your employee's understanding of your security policies?

## **Risk Management**

55. Does your company have a formal risk management program in place? If so, please describe.
56. Do you have cybersecurity insurance? If so, how much? Additionally, are customers a beneficiary of this insurance too in the event of an insurance reimbursable breach?

## **Vendor / Third Party Risk Management**

57. Please describe the reliance you have on other third party suppliers to properly deliver the proposed solution.
58. Please describe the controls you have in place to ensure the failure of a third party to perform their duties does not impact your ability to deliver the proposed solution.

## **Data Security and Privacy**

59. Describe the measures your organization takes to ensure data security to protect customer information.
60. What data encryption and security protocols are used to enable clients to protect their data?
61. Please describe the process, noting your security protocols, for how data is uploaded and transferred from your clients to you, and how it is eventually stored in a protected format on your system(s).
62. For primary (production), secondary (test), and tertiary (backup) copies of the data, in which cities, states, and countries is the data stored?
63. What controls are in place to keep client data segregated if the proposed solution is a multitenant environment?
64. Will any personnel from your company have the ability to access our data? If so, please list which job roles and how many individuals may have access to our data.
65. What protocols and security measures are in place so that only authorized individuals from your company have access to our data? How do you prevent authorized individuals from unauthorized access to our data?
66. Does the proposed solution have data loss prevention (DLP) capabilities that can be configured by the customer?
67. What are the defined retention periods for customer data? Can the retention periods be configured by the customer?
68. Please describe the tools and processes for archiving historical data from the solution.
69. Please describe the tools and processes for data destruction and secure deletion when data is purged from the solution. Is a certificate of destruction provided?
70. How are data access requests from law enforcement handled?
71. Does all ownership rights to data, inputs and outputs remain with the customer for the proposed solution?

## **Security Incident and Response**

72. Please provide a copy of your incident response policy/plan.

73. Please provide a copy of your breach disclosure policy.
74. Please describe the systems and processes you have in place to detect security incidents.
75. Is security monitoring performed by in-house personnel, third party personnel, or a mixture of both?
76. What criteria do you use to determine whether your customers should be notified of a security incident?
77. How and when are customers notified of security incidents?
78. Please describe how you conduct security incident investigations, capturing of evidence, and the forensic collection process.

### **Vulnerability Management**

79. Please identify the methods, processes, and frequency associated with identifying vulnerabilities within your corporate networks and within the proposed solution.
80. When security vulnerabilities are identified in the proposed solution, please indicate the process and expected timelines to remediate the vulnerabilities.
81. Please explain who is expected to pay (customer or vendor) for vulnerability scanning / penetration testing of the proposed solution, as well as who is expected to pay for remediation of any vulnerabilities identified.

### **Business Continuity**

82. Do you have a business continuity / disaster recovery plan for the products and services we would receive from you? If so, how often is it reviewed, updated, and tested?
83. Does your Business Continuity Disaster Recovery plan address loss of technology, loss of resources, loss of facilities, and loss of suppliers?
84. Please provide a documented copy of your business continuity / disaster recovery plans, including target periods for recovery point objective (RPO) and recovery time objective (RTO).
85. In the past 12 months, have you conducted an employee Business Continuity / Disaster Recovery training exercise of the systems needed to provide your product and/or services? If so, can you share the results and areas for improvement?
86. How do you communicate to your clients during a disruption of service?
87. Do you evaluate your suppliers' preparedness as part of your business continuity or risk management functions?
88. What reliance do you have on third parties for the proper execution of recovery when there is a disruption in service?
89. If your service is limited due to a disruption, how will clients be prioritized for service restoration?
90. Is your organization able to operate effectively when key locations are closed?
91. Please describe your backup policy and strategy.

92. How is data replicated, are online and offline backups maintained, how many copies of the data are created, where are backup data sources stored, in what format is backup data stored, and how is backup data recovered?

### **Vendor Contacts and Communications**

93. Please identify the process and the contact(s) for resolving all of the following issues:

- Contract/SLA issues
- Technical support issues
- Degraded quality of service and outage issues
- Feature enhancement requests
- Billing/accounting issues

### **Termination of Service**

94. If a client's contract with you expires or if a client terminates their contract with you, is their data destroyed or returned to the client?
95. If data is returned to the client, please describe the process and tools used to retrieve the data, as well as the format of the data when it is returned.
96. What provisions exist if your business terminates, is purchased or merges with another company during the term of the contract?

### **Architecture and Infrastructure**

97. Please describe the overall architecture of the proposed solution.
98. Please how the solution will be delivered (cloud, on-premises, hosted or hybrid).
99. If it is a cloud solution, please describe the solution model. For example, the type of cloud (public, private or hybrid, single or multitenant database, etc.).
100. Please identify the number, locations, and ownership of data centers from which the solution is hosted/managed. If third-party public cloud infrastructure as a service (IaaS) providers are used, please name the vendors and describe the nature of the relationship.
101. Are systems that comprise the proposed solution solely managed by your company, solely by a third party, or by a combination of the two?
102. Does your infrastructure (including backup and disaster recovery) reside solely in the United States? Do you have components of the proposed solution that reside outside the United States?
103. How do users access the system (web browser, client application, other)? If accessed through a web browser, is there a preferred browser to use?
104. How many concurrent users can the proposed solution support?

### **Network**

105. What is your approach to network capacity planning for the proposed solution?
106. Please describe your support for integration with cloud security gateway and/or cloud access security broker technologies.

107. Do you support the ability to connect our network directly to your network to bypass the internet?
108. Do you utilize a content delivery network (CDN) as part of the proposed solution?
109. Do you have distributed denial of service (DDoS) prevention capabilities?
110. Is all data in transit encrypted (TLS 1.2 or greater)?
111. Do you support geo-fencing to allow access to the proposed solution only from certain countries?

### **Storage**

112. Please describe encryption options for protecting data at rest.
113. Please identify the available options for encryption key management.
114. Are there any storage limits for the proposed solution?
115. If there are storage limits, is it possible to surpass the storage limits, and are there any additional costs?
116. What data archiving options are available to the customer?
117. Do you provide e-discovery capabilities so we can search and extract relevant data as necessary?

### **Integration**

118. Please describe the API(s) associated with the proposed solution.
119. Please identify if the API(s) can be used by the customer for data access, business functions, operational functions, user management and data import/export.
120. Do you offer an API developer portal?
121. Does the proposed solution provide native application connectors to common desktop applications?

### **Identity & Access Management**

122. Please describe authentication controls and levels of security associated with the proposed solution.
123. Please describe how usernames and passwords are managed in the system.
124. Does the system natively support two-factor or multi-factor authentication?
125. Does the proposed solution support federation with external Single Sign-On (SSO) systems using SAML and/or OpenID?
126. Does the proposed solution support batch import / bulk upload of user accounts?
127. Does the proposed solution support directory synchronization with on premise systems such as Active Directory?

### **User Permissions and Roles**

128. Does the system support users with different user profiles depending on their functions? Explain how your system supports each of these user profiles.
129. How many unique roles are included in the default configuration? What permissions does each role have within the system?

130. Does the proposed solution support the creation of custom roles and permissions? If so, are those configured by the vendor or the customer?

**Auditing and Logging**

131. Please describe the logging level / audit trail associated with user activity in the proposed solution.
132. Please describe any syslog type functionality for customers to send logs continuously to external sources (e.g. monitoring system, SIEM, etc.).
133. Can the logs be exported, and if so, in what format?



## A.6 Interfaces

Interface requirements have been included in with the functional requirements. Proposers should respond to each functional requirement, including the interface requirements, to identify the proposed scope. Any positive response is considered to be in-scope and all pricing for the proposed scope included in the submitted milestone pricing. It is anticipated that the project may include an interface to the following external systems/third party organizations:

Interface	Business Process
General Banking Services	Banking information for bank and credit card reconciliation
Custodial Bank	Download of investment manager activity
V3	Download of retiree payroll and employer and employee contributions from pension administration system
P-Card	If implemented, anticipate performing a daily upload of p-card data for management in the ERP system

## A.7 Data Conversion

OCERS understands the level of effort required to convert data and is interested in converting only essential data required for the new system. In addition, much of OCERS' current data is tracked in spreadsheets or outside the system. The table below identifies the system currently containing much of OCERS' data that will be migrated to the new system.

Data Conversion		
Functional Areas	Current System	Comments
General Ledger	Microsoft Dynamics	OCERS expects to overhaul the chart of accounts
Financial Reporting	Microsoft Dynamics/SharePoint/Excel	Financial reports are generated primarily from SharePoint based on information from Microsoft Dynamics and downloaded into Excel
Accounts Payable/Receivable	Microsoft Dynamics	All cash receipts, vendors and payments managed using Microsoft Dynamics
Budget	Excel/SharePoint	Current budget tracked in SharePoint, but most budget preparation done in Excel
Procurement	NA	Most procurement activity managed outside of a system
Contracts	Process Unity	Contracts, Risk & Performance Administrator maintains contract listing in Process Unity contracts management software
Inventory	NA	No formal inventory records currently maintained

## A.8 Project Staffing

OCERS will make every effort to staff the project appropriately and understands that staffing a project is important to its success. OCERS Finance department will staff the project with individuals that represent key users for each functional area, as well team members from Operations Support Services. In addition, the Information Technology and Information Security departments will participate in the project to

support technological and security needs. OCERS has identified the following as functional areas for the project:

- General Accounting/Chart of Accounts
- Financial Reporting
- Accounts Payable
- Procurement/Contracts
- Accounts Receivable/Cash Management
- Fixed Asset Management
- Budget
- Expense Reporting
- Inventory

## A.9 Statement of Work

OCERS requires a detailed statement of work, including a high-level project plan. The statement of work should include and describe at least the following and may include additional items OCERS deems necessary:

- Project scope
- Project milestones
- Project deliverables
- High level project schedule (listing of phases and go-live dates)
- Project resources
- Project roles and responsibilities
- Quality assurance and testing procedures
- Project change control procedures

## A.10 Number of Users by Department

Proposers should plan to provide sufficient system access for OCERS to fully implement their desired business processes. Proposals should include services to complete implementation and any appropriate training services to prepare all OCERS staff for using the system. The table below provides an estimate of the number of expected OCERS users within each department for modules proposed for the general ledger function (priority 1):

Type of User	Estimated Number of System Users
Executive	1
Finance	9
Information Technology	8
Information Security	2
Operations Support Services	1

The following tables provides the number of expected OCERS' users within each department for modules proposed for other financial processes (priority 2):

Type of User	Estimated Number of System Users
Communications	2
Disability	3
Executive	6
Finance	9
Human Resources	4
Information Technology	8
Information Security	2
Internal Audit	2
Investments	10
Legal	7
Member Services	5
Operations Support Services	1

**Exhibit B**

**Standard Services Agreement**

**ORANGE COUNTY EMPLOYEES RETIREMENT SYSTEM  
AGREEMENT FOR SERVICES**

This Agreement for Services (“Agreement”) is entered into this [redacted] day of [redacted], 20[redacted] (the “Effective Date”) by and between the Orange County Employees Retirement System, (“OCERS”) and [redacted] (“Contractor”). OCERS and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.” The Parties hereby agree as follows:

**1. PURPOSE.**

**1.1 Project.**

Contractor desires to perform and assume responsibility for the provision of certain services required by OCERS on the terms and conditions set forth in this Agreement and OCERS desires to engage Contractor to render such services for providing and implementing an enterprise resource planning (ERP) solution as set forth in this Agreement and its attached exhibits.

**2. TERMS.**

**2.1 Scope of Services.** Contractor promises and agrees to furnish to OCERS all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply all services provided under this Agreement, (“Services”) as more particularly described in the attached **Exhibit “A”** (“Scope of Services”). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations. Contractor represents and warrants to OCERS that it will perform the Services in a professional and workmanlike manner, in accordance with best industry standards and practices used in well-managed operations performing services similar to the Services.

**2.2 Term.** The term of this Agreement shall commence upon the Effective Date and will continue for thirty-six (36) months from the Effective Date (“Initial Term”), unless earlier terminated as provided herein. The Parties may, by mutual written agreement, extend the Initial Term for up to three (3) additional twelve (12) month periods. In no event shall the total term of the Agreement exceed seventy-two (72) months.

**2.3 Consideration.**

**2.3.1 Compensation.** Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in **Exhibit “B”** (“Fee Schedule”).

2.3.2 Invoices and Payment. Contractor shall submit to OCERS monthly itemized invoices as required by Exhibit B, "Fee Schedule." OCERS shall pay all approved charges within net thirty (30) days of receiving such invoice.

## **2.4 Responsibilities of Contractor.**

2.4.1 Independent Contractor. The Services shall be performed by Contractor or by Contractor's employees under Contractor's supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. Contractor is an independent contractor and not an employee of OCERS. Except as OCERS may agree in writing, Contractor shall have no authority, expressed or implied, to act on behalf of OCERS in any capacity whatsoever as an agent of OCERS. Any additional personnel performing the Services under this Agreement on behalf of Contractor will also not be employees of OCERS and will at all times be under Contractor's exclusive direction and control.

2.4.2 Payment of Subordinates. Contractor will pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.4.3 Licensing. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

2.4.4 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of OCERS.

2.4.5 Substitution of Key Personnel. Contractor has represented to OCERS that certain key personnel will perform and coordinate the Services under this Agreement ("Key Personnel"). The Key Personnel assigned to this Agreement are identified in the attached **Exhibit "C"** ("Key Personnel"). Key Personnel will be available to perform Services under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement. Should one or more of such Key Personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of OCERS. Contractor shall provide OCERS written notification detailing the circumstances of the unavailability of the Key Personnel and designating replacement personnel prior to the effective date of the unavailability of such Key Personnel, to the maximum extent feasible, but no later than five (5) business days after the date of the Key Personnel's unavailability. OCERS will have the right to approve or disapprove the reassignment or substitution of Contractor Key Personnel for any reason at OCERS' sole discretion. In the event that OCERS and Contractor cannot agree as to the substitution of Key Personnel, OCERS will be entitled to terminate this Agreement for cause.

2.4.6 Removal of Key Personnel. Contractor agrees to remove any Key Personnel from performing work under this Agreement within twenty-four (24) hours or as soon thereafter as is practicable if reasonably requested to do so by the OCERS.

2.4.7 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations, Contractor shall be solely responsible for all costs arising therefrom.

2.4.8 Labor Code Provisions.

(a) Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall comply with all prevailing wage requirements under the California Labor Code and Contractor shall forfeit as penalty to OCERS a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid. OCERS has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations (“DIR”), a copy of which is on file in OCERS’s office and shall be made available for viewing to any interested party upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the site where Services are performed.

(b) Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the DIR. Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The Services may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

2.4.9 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of OCERS during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work,

data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

## **2.5 Representatives of the Parties.**

2.5.1 OCERS' Representative. OCERS hereby designates its Chief Executive Officer, or their designee, to act as its representative for the performance of this Agreement ("OCERS' Representative"). Contractor shall not accept direction or orders from any person other than the OCERS' Representative.

2.5.2 Contractor's Representative. Contractor hereby designates [name or title], or their designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

## **2.6 Indemnification.**

To the fullest extent permitted by law, Contractor shall immediately indemnify and hold OCERS, the members of the OCERS Board of Retirement (each a "Board member"), and OCERS' officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Indemnity Claims"), in any manner arising out of, pertaining to, or incident to any alleged acts, errors, omissions, or negligence of Contractor, its officials, officers, employees, subcontractors, contractors, or agents in connection with the performance of the Services, or this Agreement, including without limitation the payment of all consequential damages, and attorneys' fees and costs, including expert witness fees. Contractor's duty to indemnify does not extend to the Indemnity Claims caused by OCERS sole negligence or willful misconduct.

Contractor shall immediately defend, with legal counsel reasonably agreed to by OCERS and at Contractor's own cost, expense, and risk, any and all claims, suits, actions, or other proceedings of every kind that may be brought or instituted against OCERS or its Board members, officials, officers, employees, volunteers, and agents; excluding, however, such claims, suits, actions, or other proceedings arising from OCERS' sole negligence or willful misconduct. Contractor shall control the defense or settlement of any such action, except that Contractor will not have the right to settle or compromise the claim without the consent of OCERS. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against OCERS or its Board members, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse OCERS for the cost of any settlement paid by OCERS or its Board members, officials, officers, employees, agents, or volunteers as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for OCERS' attorneys' fees and costs, including expert witness fees. Contractor's obligation to defend and indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by OCERS, its Board, officials, officers, employees, agents, or volunteers.

Notwithstanding the foregoing, to the extent the Services are subject to Civil Code Section 2782.8, the above indemnity and duty to defend shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **2.7 Insurance.**

2.7.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to OCERS that it has secured all insurance required under this Section 2.7. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has provided evidence satisfactory to OCERS that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the OCERS to terminate this Agreement for cause.

2.7.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Contractor shall maintain limits no less than two million dollars (\$2,000,000) per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Contractor shall maintain limits no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against OCERS, its Board of Trustees, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(d) Professional Liability. Contractor shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following the



termination or expiration of this Agreement, errors and omissions liability insurance appropriate to their profession covering Contractor's wrongful acts, negligent actions, errors, or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Contractor shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than two million dollars (\$2,000,000) per claim.

(e) Cyber Security Insurance. Contractor shall procure and maintain cyber security/liability insurance with limits of not less than two million dollars (\$2,000,000) for each occurrence and an annual aggregate of five million dollars (\$5,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional or unintentional release of private information, alteration of electronic information, extortion and network security, and network and business interruption.

(f) Fidelity Insurance. Contractor shall procure and maintain a comprehensive fidelity insurance policy. Such fidelity insurance coverage shall include employee dishonesty coverage in an amount not less than five million dollars (\$5,000,000) per occurrence, and shall contain a deductible no greater than ten thousand dollars (\$10,000). Any such deductible shall be paid solely by Contractor.

(g) Excess Liability. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of OCERS (if agreed to in a written contract or agreement) before OCERS's own primary or self-insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that OCERS, its Board, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to OCERS, its Board, officials, officers, employees, agents, and volunteers.

2.7.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) OCERS, its Board, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the OCERS, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by OCERS, its Board members, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(i) The policies shall contain a waiver of transfer rights of recovery (“waiver of subrogation”) against OCERS, its Board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Contractor.

(ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to OCERS under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and OCERS, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of OCERS.

(iii) Prior to start of work under this Agreement, Contractor shall file with OCERS evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Contractor or reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to OCERS, Attention: Jim Doezie: [jdoezie@ocers.org](mailto:jdoezie@ocers.org).

(v) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from OCERS as to the use of such insurer.

(vi) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

2.7.4 Reporting of Claims. Contractor shall report to OCERS, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

**2.8 Termination of Agreement**. OCERS may, by written notice to Contractor, terminate the whole or any part of this Agreement without liability to OCERS if Contractor fails to perform or breaches any of the terms contained herein. In addition, either Party may terminate this Agreement for any reason or for no reason on thirty (30) days’ written notice to the other Party. Upon termination, Contractor shall be compensated only for those Services that have been performed and delivered to OCERS’ satisfaction, and Contractor shall be entitled to no further compensation.

## **2.9 Ownership of Materials and Confidentiality**

2.9.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for OCERS to copy, use, modify, reuse, or

sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall deliver to OCERS on demand or upon the termination or expiration of this Agreement, all such Documents & Data which shall be and remain the property of the OCERS. If OCERS uses any of the data, reports, and documents furnished or prepared by Contractor for use in Services other than as shown on Exhibit A, Contractor shall be released from responsibility to third parties concerning the use of the data, reports, and documents. Contractor may retain copies of the materials. OCERS may use or reuse the materials prepared by Contractor without additional compensation to Contractor.

2.9.2 Confidential Information. Any financial, statistical, personal, technical, and other data and information relating to a Party’s operations which are made available to the other Party in order to carry out this Agreement shall be reasonably protected by such other Party from unauthorized use, except to the extent that disclosure thereof is required to comply with applicable law, including the California Public Records Act. The disclosing Party shall identify all confidential data and information at the time it is provided. Confidentiality does not apply to information which is known to a receiving Party from other sources, which is otherwise publicly available, or which is required to be disclosed pursuant to an order or requirements of a regulatory body or a court.

2.9.3 Customer Data. Contractor acknowledges that it may receive confidential information from OCERS or otherwise in connection with this Agreement or the performance of the Services, including personally identifiable information of OCERS’ customers (“Customer Data”). Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of OCERS or through the fault of OCERS, Contractor agrees:

- (a) To maintain Customer Data in confidence;
- (b) Not to use Customer Data other than in the course of this Agreement;
- (c) Not to disclose or release Customer Data except on a need-to-know only basis;
- (d) Not to disclose or release Customer Data to any third person without the prior written consent of OCERS, except for authorized employees or agents of Contractor;
- (e) To promptly notify OCERS in writing of any unauthorized release of confidential information, including Customer Data;
- (f) To take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Contractor, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this

Agreement, any confidential information, including Customer Data, without first obtaining the written consent of OCERS;

(g) Upon request by OCERS and upon the termination or expiration of this Agreement for any reason, Contractor shall promptly return to OCERS all copies, whether in written, electronic, or other form or media, of Customer Data in its possession or in the possession of its employees or agents, or securely dispose of all such copies, and certify in writing to OCERS that such Customer Data has been returned to OCERS or disposed of securely; and

(h) That the requirements in this Section 2.9.3 shall survive the expiration or termination of this Agreement.

2.9.4 Disclosure. Except as may be required by applicable law, neither Party shall make any disclosure of any designated confidential information related to this Agreement without the specific prior written approval from the other of the content to be disclosed and the form in which it is disclosed, except for such disclosures to the Parties' financing sources, other secured parties, creditors, beneficiaries, partners, members, officers, employees, agents, consultants, attorneys, accountants, and exchange facilitators as may be necessary to permit each Party to perform its obligations hereunder and as required to comply with applicable laws or rules of any exchange upon which a Party's shares may be traded. Notwithstanding the foregoing, nothing contained herein shall be deemed to restrict or prohibit OCERS from complying with applicable law regarding disclosure of information, including the California Public Records Act.

2.9.5 Publicity. Contractor shall not use OCERS' name or insignia, photographs of OCERS property, or any publicity pertaining to the Services in any advertisement, magazine, trade paper, newspaper, television, or radio production, or other similar medium without the prior written consent of OCERS.

### **2.10 Subcontracting/Subconsulting.**

2.10.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of OCERS. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Contractor will be solely responsible for the payment of all subcontractors and other third parties engaged by or through Contractor to provide, perform, or assist in the provision and delivery of the Services.

## **3. General Provisions.**

3.1.1 Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**OCERS:**

**Orange County Employees Retirement  
System**

**Contractor:**

**2223 E. Wellington Avenue**

**Santa Ana, CA 92701**

**Attention: Jim Doezie**

**e-mail: [jdoezie@ocers.org](mailto:jdoezie@ocers.org)**

Such notice shall be deemed made when personally delivered or when mailed, upon deposit in the U.S. Mail, first class postage prepaid and registered or certified addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.1.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, ethnic group identification, mental disability, physical disability, medical condition, genetic information, marital status, ancestry, sex, gender, sexual orientation, gender identity, gender expression, age, or military and veteran status. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.1.3 Time of Essence. Time is of the essence for each and every provision of this Agreement. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

3.1.4 OCERS' Right to Employ Other Contractors. OCERS reserves the right to employ other contractors in connection with the Services.

3.1.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.1.6 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of OCERS.

3.1.7 Amendment. This Agreement may not be altered or amended except in a writing signed by both Parties.

3.1.8 Waiver. All waivers under this Agreement must be in writing to be effective. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

3.1.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.1.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.1.11 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. The exclusive venue for any dispute arising out of or relating to this Agreement shall be in Orange County, California.

3.1.12 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.1.13 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.1.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.1.15 Integration. This Agreement represents the entire understanding of OCERS and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. Neither Party shall be deemed to be the drafter of this Agreement and no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

3.1.16 Precedence. In the event of any conflict, inconsistency, or ambiguity between the terms and conditions in the main body of this Agreement and the terms and conditions in any exhibit, the main body of this Agreement shall control. This Agreement and all attached exhibits will be construed to be consistent, insofar as reasonably possible. When interpreting this Agreement, precedence shall be given to its respective parts and amendments in the following descending order:

- (a) Amendments to this Agreement entered into pursuant to Section 3.1.7 herein.
- (b) This Agreement.
- (c) Exhibit A: Scope of Services, Exhibit B: Fee Schedule, and Exhibit C: Key Personnel.
- (d) OCERS Request for Proposal dated           , attached as Exhibit "D".
- (e) Contractor's Response to OCERS Request for Proposal, attached as Exhibit "E".

3.1.17 Business Continuity Plan. Contractor warrants that it has and will maintain throughout the term of this Agreement a written business continuity plan ("BCP") to enable it to recover and resume the Services provided by it to OCERS within one (1) Business Day in the event of any disruptive event. Contractor further represents and warrants that it has tested its BCP and will continue to conduct sufficient ongoing verification testing for the recovery and resumption of services provided to OCERS and will update its BCP at least

annually. Contractor will notify OCERS within thirty (30) days of any material alterations to its BCP that would impair its ability to recover and resume any interrupted Services it provides to OCERS. Upon request by OCERS, Contractor will provide to OCERS a description of its BCP procedures as they relate to the recovery and resumption of the Services accompanied by a written certification that the BCP has undergone review and testing to account for any changes to such Services. Contractor shall promptly notify OCERS of any actual, threatened, or anticipated event that does or may disrupt or impact the Services provided by Contractor and will cooperate fully with OCERS to minimize any such disruption and promptly restore and recover the Services.

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed on the Effective Date:

APPROVED:

APPROVED:

**OCERS**

**[CONTRACTOR]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**OCERS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

Starting on the Effective Date, and continuing during the Term, Contractor will perform the Services in accordance with the terms of the Agreement. The Services consist of:

1. [complete description of services and timetable for performance]



**EXHIBIT B  
FEE SCHEDULE**

1. **Fees and Expenses.** Contractor agrees to accept the compensation set forth in this Exhibit B as full payment for performing all Services, including all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the Services, for risks connected with the Services, and for performance by Contractor of all its duties and obligations under the Agreement. OCERS will pay the following fees in accordance with the provisions of this Agreement:
  - XXXX
  - *The total compensation shall not exceed XXX Dollars (\$XXX.00) without written approval by OCERS.*
  - *[provision for expense reimbursement]*
2. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to OCERS unless otherwise directed in this Agreement. Payment by OCERS will be net thirty (30) days after receipt and approval of an invoice in a format acceptable to OCERS.
3. **Payment – Invoicing Instructions:** Contractor will provide an invoice on the Contractor’s letterhead for services rendered under this Agreement. Each invoice will have a number and will include the following information:
  - a. Contractor’s name and address
  - b. Contractor’s remittance address, if different from item #1 above
  - c. Contractor’s Taxpayer ID Number
  - d. Name of OCERS Agency/Department
  - e. Delivery/service address
  - f. Agreement number
  - g. Agency/Department’s Account Number
  - h. Date of invoice
  - i. Description and price of services provided
  - j. Sales tax, if applicable
  - k. Freight/delivery charges, if applicable
  - l. Total

Invoice and support documentation are to be forwarded to:

Orange County Employees Retirement System  
2223 E. Wellington Avenue  
Santa Ana, CA 92701  
Attention: Accounts Payable  
Email: [Accountspayable@ocers.org](mailto:Accountspayable@ocers.org)

**EXHIBIT C  
KEY PERSONNEL**

**Exhibit D**  
**Request for Proposal**

**Exhibit E**  
**Response to Request for Proposal**

**Exhibit C**  
**MINIMUM QUALIFICATIONS CERTIFICATION**

All firms submitting a proposal in response to this RFP are required to sign and return this attachment, along with written evidence of how the respondent meets each qualification.

The undersigned hereby certifies that it fulfills the minimum qualifications outlined below, as well as the requirements contained in the RFP.

Minimum Qualifications include:

1. Selected firm must have a minimum of five years of experience providing similar applicable services and solutions.
2. Successful implementation of systems in California for entities in the public and/or private sector similar in size to OCERS.
3. Assigned project staff to the project must have a minimum of three years of experience leading and facilitating the ERP requirements analysis process.
4. Meet all functional and technical requirements stated within this RFP using commercial off-the-shelf software.
5. Selected firm shall be responsible for the final OCERS' approved design, installation, and implementation of the ERP system including development of user-acceptance testing, system integration and connectivity to existing resources.

**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 D**

**PROPOSAL COVER PAGE AND CHECK LIST (TO BE SUBMITTED IN FIRM'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 comply with all requirements.***

Respondent specifically acknowledges the following:

1. Respondent possesses the required technical expertise and has sufficient capacity to provide the services outlined in the RFP.
2. Respondent has no unresolved questions regarding the RFP and believes that there are no ambiguities in the scope of services.
3. The fee schedule submitted in response to the RFP is for the entire scope of services and no extra charges or expenses will be paid by OCERS.
4. Respondent has completely disclosed to OCERS all facts bearing upon any possible interests, direct or indirect, that Respondent believes any member of OCERS, or other officer, agent, or employee of OCERS 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 the proposal and all correspondence and written questions submitted during the RFP process are subject to disclosure pursuant to the California Public Records Act.
6. Respondent is not currently under investigation by any state or federal regulatory agency for any reason.
7. Except as specifically noted in the proposal, respondent agrees to all of the terms and conditions included in OCERS Services Agreement.
8. The signatory below is authorized to bind the respondent contractually.