

EXHIBIT C – OCERS SERVICES AGREEMENT

SERVICES AGREEMENT TEMPLATE

ORANGE COUNTY EMPLOYEES RETIREMENT SYSTEM AGREEMENT FOR SERVICES

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

ARTICLE 1 **PURPOSE**

- 1.1 **Project.** Contractor desires to perform and assume responsibility for the provision of, and OCERS desires to engage Contractor to render, services for **Information Technology Services** on the terms and conditions set forth in this Agreement and its attached exhibits.

ARTICLE 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 perform all services contemplated by 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 Contractor 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. To the extent necessary to facilitate performance of the Services, OCERS may, in its discretion, make certain of its facilities, assets, and resources available on an “as is, where is” basis to Contractor at Contractor’s request. While on OCERS’ premises, Contractor agrees to comply with OCERS’ access rules and procedures, including those related to safety, security, and confidentiality.
- 2.2 **Term.** The term of this Agreement will commence upon the Effective Date and will continue for [TBD] months from the Effective Date (“Term”), unless earlier terminated as provided herein. The Parties may, by mutual written agreement, extend the Term for up

to [TBD]. 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 the Fee Schedule. OCERS shall pay all undisputed charges within net thirty (30) days of receiving such invoice.
- 2.3.3 Extra Work. At any time during the term of this Agreement, OCERS may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by OCERS to be necessary for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary as of the Effective Date. Contractor shall not perform, nor be compensated for, Extra Work without written authorization by OCERS. Extra Work, if authorized by OCERS, will be compensated at the rates and manner set forth in this Agreement.

2.4 Responsibilities of Contractor.

- 2.4.1 Independent Contractor. Contractor’s relationship with OCERS is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship between OCERS and any of Contractor’s employees or agents. Contractor is not authorized to make any representation, contract, or commitment on behalf 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. 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. 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 No Benefits and Payment of Subordinates. Contractor (if Contractor is an individual) and Contractor’s personnel will not be entitled to any of the benefits that OCERS may make available to its employees, including, but not limited to, group health insurance, life insurance, or retirement benefits. Contractor will pay all wages, salaries, and other amounts due its 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. Contractor will bear the sole responsibility and liability for furnishing Workers' Compensation benefits to all such personnel for injuries arising from or connected with the Services.

- 2.4.3 Tax. Because Contractor is an independent contractor, OCERS will not withhold or make payments for social security, make unemployment insurance, or disability insurance contributions, or obtain workers' compensation insurance on behalf of Contractor. Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Contractor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Contractor's compensation will be subject to withholding by OCERS for the payment of any social security, federal, state, or any other employee payroll taxes.
- 2.4.4 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.
- 2.4.5 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of OCERS.
- 2.4.6 Substitution of Key Personnel. Contractor has represented to OCERS that certain key personnel, listed in the attached **Exhibit "C"** ("Key Personnel"), will perform and coordinate the Services under this Agreement. 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. If one or more of such Key Personnel becomes unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of OCERS. Contractor shall provide OCERS written notification as soon as reasonably practicable, and in any event no later than five (5) business days after the earlier of (a) the date Contractor knew or should have known that the Key Personnel would become unavailable, or (b) the date the Key Personnel actually became unavailable. Contractor's notice shall detail the circumstances of the unavailability and propose a qualified replacement of at least equal competence. OCERS will have the right to approve or disapprove the reassignment or substitution of 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.

- 2.4.7 Removal of Key Personnel. Contractor agrees to remove any Key Personnel from performing Services under this Agreement within twenty-four (24) hours or as soon thereafter as is practicable if reasonably requested to do so by the OCERS.
- 2.4.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations related to or 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 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.
- 2.4.9 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 a penalty to OCERS a sum of not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any wage shortfall. 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 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.

2.4.10 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 the later of (a) four (4) years after the date of final payment under this Agreement, or (b) the final resolution of any audit, claim, investigation, or litigation involving such records. Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the California State Auditor.

2.4.11 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.*

2.4.12 Inducement. Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of OCERS with a view toward

securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

- 2.4.13 No Conflict. Contractor will refrain from any activity and will not enter into any agreement or make any commitment that is inconsistent or incompatible with Contractor's obligations under this Agreement, including Contractor's ability to perform the Services. Contractor represents and warrants that Contractor is not subject to any contract or duty that would be breached by Contractor's entering or performing Contractor's obligations under this Agreement or that is otherwise inconsistent with this Agreement.
- 2.4.14 Conflict of Interest. Contractor represents and warrants that, to the best of its knowledge after reasonable inquiry, no officer, employee, or agent of Contractor who will perform Services under this Agreement has any financial or other interest that would constitute a conflict of interest under California Government Code Section 1090 et seq. or Section 87100 et seq., or under OCERS' Conflict of Interest Code. Contractor shall promptly disclose to OCERS in writing any actual, potential, or apparent conflict of interest that arises during the Term. Contractor further represents that it has not employed or retained any former OCERS officer, employee, Board member, or consultant in violation of applicable post-employment restrictions. Breach of this Section shall constitute a material breach permitting OCERS to terminate this Agreement for cause.
- 2.4.15 Artificial Intelligence. (a) Disclosure. Contractor shall not use any artificial intelligence system, including any generative AI system or automated decisionmaking technology ("ADMT") as defined in the California Consumer Privacy ACT ("CCPA") Regulations (11 CCR § 7001), in performing the Services or in processing OCERS data, without first disclosing such use in writing to OCERS and obtaining OCERS' prior written approval. Contractor's disclosure shall identify the system, its provider, the intended use, the categories of data processed, and any sub-processors involved. (b) Prohibition on Training. Contractor shall not use any OCERS data, including any Customer Data or Confidential Information, to develop, train, fine-tune, or improve any artificial intelligence model or system, whether Contractor's own or a third party's, without OCERS' prior express written consent. (c) Compliance with Applicable Law and OCERS Policy. Contractor shall comply with all applicable California laws governing artificial intelligence, including the California AI Transparency Act, the Generative Artificial Intelligence Training Data Transparency Act (Civil Code § 3111), and the CCPA Regulations concerning ADMT, risk assessments, and cybersecurity audits. Contractor shall cooperate with OCERS' compliance with OCERS' Artificial Intelligence Policy, including participation in risk assessments and impact assessments as OCERS reasonably requests. (d) ADMT Concerning Members. Contractor shall not use ADMT to make, or to substantially replace human decisionmaking for, any decision affecting OCERS members, beneficiaries, or employees—including any decision concerning benefits, eligibility, or claims—without OCERS' prior express written approval and

without implementing the notice, access, and appeal rights required by the CCPA Regulations. (e) Accuracy; Human Oversight. Contractor is and remains responsible for the accuracy and quality of all Services and deliverables, regardless of whether AI is used. Contractor shall maintain qualified human oversight over any AI-assisted work product delivered to OCERS.

2.5 Representatives of the Parties.

- 2.5.1 OCERS' Representative. OCERS hereby designates [TBD], 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 [TBD], 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 Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct performance of 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.

- 2.6.1 Indemnity by Contractor. To the fullest extent permitted by law, Contractor shall indemnify, promptly (and in any event within thirty (30) days of written tender by OCERS) defend, and hold OCERS, the members of the OCERS Board of Retirement, and OCERS' officials, officers, employees, volunteers, and agents (collectively, "OCERS Indemnitees") free and harmless from and against all Losses (as defined in Section 2.6.4 below) that any OCERS Indemnitee shall suffer, sustain or become subject to (collectively, "Indemnity Claims") in any manner arising out of, pertaining to, or incident to any (i) negligent act, error or omission, or intentional misconduct by Contractor, its officials, officers, employees, subcontractors, contractors, or agents in connection with the performance of the Services or (ii) breach or alleged breach of this Agreement by Contractor. Contractor's duty to indemnify does not extend to the Indemnity Claims caused by OCERS' sole negligence or willful misconduct.
- 2.6.2 Third-Party Claims. Contractor shall promptly defend, with legal counsel reasonably acceptable to OCERS (such acceptance not to be unreasonably withheld) and at Contractor's own cost, expense, and risk, any Indemnity Claims; excluding, however, such claims 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 any OCERS Indemnitee as part of any Indemnity Claim(s). Contractor shall also reimburse OCERS for the cost of any settlement paid by any OCERS Indemnitee as part of any Indemnity Claim. Such reimbursement shall include payment for OCERS' attorneys' fees and costs, including expert witness fees.

2.6.3 Civil Code Section 2782.8. 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 Contractor.

2.6.4 Definition of Losses. As used in this Agreement, "Losses" mean all damages, dues, penalties, fines, amounts paid in settlement, taxes, costs, obligations, losses, expenses, and fees (including court costs and reasonable attorneys' and expert witness fees and expenses), including, as the context may require, any of the foregoing that arise out of or in connection with any actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, or rulings.

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 Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet the following requirements: The minimum limits set forth below apply to Services that do not involve the processing of Customer Data or the provision of hosted, cloud, or Software-as-a-Service technology. For Services involving such data or technology, the Parties shall negotiate appropriately scaled limits as part of the applicable Scope of Services, and in no event shall the cyber liability limits be less than five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) annual aggregate.

A. Commercial General Liability. Commercial general liability insurance, including bodily injury, personal injury, property damage and

productions/completed operations coverage, in the amount not less than two million dollars (\$2,000,000) per occurrence.

- B. **Automobile Liability.** Business automobile liability insurance insuring all owned, non-owned, and hired automobiles, in the amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- C. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount not 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 the OCERS Indemnitees for losses paid under the terms of the insurance policy that arise from work performed by Contractor.
- D. **Professional Liability.** *Errors and omissions liability insurance appropriate to their profession covering Contractor's wrongful acts, negligent actions, errors, or omissions in the amount not less than two million dollars (\$2,000,000) per claim and covering the period from the effective date of this Agreement until five (5) years following the termination or expiration of this Agreement.*
- E. **Fidelity Insurance.** *Comprehensive fidelity insurance policy with employee dishonesty coverage in an amount not less than five million dollars (\$5,000,000) per occurrence.*
- F. **Cyber Security Insurance.** *Cyber security liability insurance 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 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).*
- 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 the OCERS Indemnitees (if agreed to in a written contract or agreement) before any OCERS Indemnitee'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 the OCERS Indemnitees shall be covered as additional insured. The coverage shall contain no

special limitations on the scope of protection afforded to the OCERS Indemnitees.

2.7.3 All Coverages; No Contribution. All insurance which Contractor is obligated to procure and maintain shall include or be endorsed to state that: (1) the OCERS Indemnitees shall be covered as additional insured with respect to work by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance with respect to the OCERS Indemnitees, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by any OCERS Indemnitee shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

A. The insurance policies required by Section 2.7.2 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 the OCERS Indemnitees, for any claims arising out of the work of Contractor.
- II. Policies may provide coverage with a deductible or self-insured retention. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the OCERS Indemnitees under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention, and OCERS, at its sole discretion, 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. Insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without OCERS' prior approval.
- III. Prior to start of work under this Agreement, Contractor shall provide OCERS with certificate(s) of insurance signed by an authorized representative of the insurer(s) evidencing and certifying to the insurance coverage required by Section 2.7.2. Upon request by OCERS, the Contractor shall also promptly provide additional evidence, including declarations, endorsements, or policies, verifying the required insurance coverage.
- IV. Contractor shall provide OCERS with at least thirty (30) days' prior written notice (or ten (10) days' prior written notice in the case of cancellation for non-payment of premium) of any cancellation, non-renewal, or material reduction in coverage or limits of any insurance

policy required by Section 2.7.2. Contractor shall maintain continuous coverage and shall replace any cancelled or non-renewed policy with comparable coverage prior to any lapse such that no gap in required coverage occurs. Notice shall be sent to OCERS at the address specified in Section 3.1 (Notices).

- V. Insurance required by Section 2.7.2 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 at least A: VII unless prior approval is secured from OCERS for 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 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.

2.8.1 Termination. 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.

2.8.2 Survival. The rights and obligations contained in Section 2.4 (Responsibilities of Contractor), Section 2.6 (Indemnification), and Section 2.9 (Ownership of Work Product and Confidentiality) will survive any termination or expiration of this Agreement.

2.9 Ownership of Work Product and Confidentiality.

2.9.1 Ownership of Work Product; Licensing of Intellectual Property. Contractor hereby irrevocably assigns to OCERS all right, title and interest worldwide in and to any and all discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other works of authorship, and any other work product created, conceived, or developed by Contractor (whether alone or jointly with others) for OCERS during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual

property rights therein (including all rights to priority and rights to file patent applications and/or registered designs) (“Work Product”). Contractor retains no rights to use the Work Product and agrees not to challenge the validity of OCERS’ ownership of, or intellectual property rights in, the Work Product. Contractor agrees to execute, at OCERS’ request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, any copyright assignment or patent assignment provided by OCERS. Contractor hereby irrevocably appoints OCERS as Contractor’s attorney-in-fact for the purpose of executing such documents on Contractor’s behalf, which appointment is coupled with an interest. At OCERS’ request, Contractor will promptly record any such patent assignment with the United States Patent and Trademark Office. OCERS will reimburse Contractor for any reasonable out-of-pocket expenses actually incurred by Contractor in fulfilling its obligations under this section. Contractor will deliver each item of Work Product specified in **Exhibit “A”** and disclose promptly in writing to OCERS all other Work Product.

- 2.9.2 Other Rights. If Contractor has any rights, including without limitation “artist’s rights” or “moral rights,” in the Work Product that cannot be assigned, Contractor hereby unconditionally and irrevocably grants to OCERS an exclusive (even as to Contractor), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Contractor has any rights in the Work Product that cannot be assigned or licensed, Contractor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against OCERS and its affiliates.
- 2.9.3 License to Preexisting IP. Contractor agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by Contractor other than in the course of performing Services for OCERS (“Preexisting IP”) unless the Preexisting IP has been specifically identified and described in **Exhibit “A”**. In the event Contractor uses or incorporates Preexisting IP into Work Product, Contractor hereby grants to OCERS a non-exclusive, worldwide, fully-paid and royalty-free, irrevocable, perpetual license, with the right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, digitally transmit, create derivative works of, publicly perform, and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product.
- 2.9.4 Confidential Information. Any financial, statistical, personal, technical, and other data and information relating to a Party’s operations that 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. 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.

2.9.5 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 and members ("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: If the Services involve Contractor's access to, receipt of, processing of, or maintenance of Customer Data, the Parties shall execute the Data Protection Addendum attached as Exhibit "F" ("Data Protection Addendum"), which shall govern Contractor's handling of Customer Data and, in the event of any conflict with this Agreement, shall control with respect to such Customer Data. Independent of and in addition to the Data Protection Addendum, Contractor further 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; and
- 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.

- 2.9.6 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 and Contractor hereby agrees to release OCERS from any and all Losses related to any such disclosure.
- 2.9.7 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.
- 2.9.8 Non-Infringement. Contractor represents, warrants, and covenants that it will perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, or other proprietary rights of any third-party.

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. Each subcontract shall expressly bind the subcontractor to terms no less protective of OCERS than those set forth in this Agreement, and shall in any event include the substantive obligations set forth in Sections 2.4 (Responsibilities of Contractor), 2.6 (Indemnification), 2.7 (Insurance), 2.9 (Ownership of Work Product and Confidentiality), and 3.2 (Equal Opportunity Employment), and any Data Protection Addendum then in effect. Contractor shall remain fully responsible to OCERS for the acts and omissions of any subcontractor as if such acts or omissions were those of Contractor. 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.

ARTICLE 3
GENERAL PROVISIONS

- 3.1 **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:

CONTRACTOR:

Orange County Employees Retirement System

2223 E. Wellington Avenue

Santa Ana, CA 92701

Attention: _____

e-mail: _____

Such notice shall be deemed made when personally delivered, received by email, or received by 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.

- 3.2 **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.
- 3.3 **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.
- 3.4 **OCERS' Right to Employ Other Contractors.** OCERS reserves the right to employ other contractors in connection with the Services.

- 3.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- 3.6 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or indirectly (including by operation of law), this Agreement or any interest herein without the prior written consent of OCERS. Notwithstanding the foregoing, Contractor may assign this Agreement, upon at least thirty (30) days' prior written notice to OCERS, to (i) an affiliate under common control with Contractor, or (ii) a successor in interest in connection with a merger, acquisition, reorganization, or sale of all or substantially all of Contractor's assets or equity, provided that the assignee assumes in writing all of Contractor's obligations under this Agreement. OCERS may terminate this Agreement upon written notice to Contractor or its successor if, in OCERS' reasonable judgment, the assignee (a) lacks the financial, operational, or technical capacity to perform the Services, (b) is a competitor of OCERS or presents a conflict of interest, (c) is debarred or otherwise ineligible to contract with OCERS or with any California public entity, or (d) is the subject of insolvency, bankruptcy, or similar proceedings. Any purported assignment in violation of this Section is void.
- 3.7 Amendment. This Agreement may not be altered or amended except in a writing signed by both Parties.
- 3.8 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.
- 3.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 3.10 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.
- 3.11 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.
- 3.12 Injunctive Relief for Breach. Contractor's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to OCERS for which there will be no adequate remedy at law; and, in the event of such breach, OCERS will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).
- 3.13 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.

- 3.14 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.
- 3.15 Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement (other than payment obligations, confidentiality obligations, data protection and security obligations, and obligations to provide Security Incident notification) to the extent such failure or delay is caused by an event beyond the reasonable control of the non-performing Party, including acts of God, war, terrorism, civil unrest, earthquake, fire, flood, epidemic or pandemic, or governmental order ("Force Majeure Event"). The affected Party shall (a) promptly notify the other Party in writing of the Force Majeure Event and its expected duration and impact, (b) use commercially reasonable efforts to mitigate the effects and resume performance, and (c) keep the other Party reasonably informed of its mitigation efforts. If a Force Majeure Event prevents Contractor from performing material Services for more than thirty (30) consecutive days, OCERS may terminate this Agreement, in whole or in part, upon written notice to Contractor, without further liability. Labor disputes involving Contractor's own workforce, lack of financing, and failures of Contractor's subcontractors (except where the subcontractor itself is affected by a Force Majeure Event) shall not constitute Force Majeure Events.
- 3.16 No Shrinkwrap, Clickwrap, or Unsigned Terms. Notwithstanding any other provision of this Agreement, this Agreement and its exhibits constitute the complete and exclusive agreement between the Parties with respect to the subject matter. No terms contained in any shrinkwrap, clickwrap, browsewrap, end user license agreement, online terms of service, privacy policy, acceptable use policy, invoice, purchase order, acknowledgment form, or other document or interface presented by Contractor (or by any of Contractor's affiliates or subcontractors) shall be binding on OCERS, or modify or supplement this Agreement, unless expressly set forth in a written amendment signed by an authorized OCERS signatory. Any such terms are hereby rejected. OCERS' clicking "I accept," using a product, or similar action shall not constitute acceptance of any such terms, and no OCERS employee has authority to bind OCERS by any such action.
- 3.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original. The Parties consent to the use of electronic signatures, and agree that this Agreement and any amendment may be executed and delivered electronically (including by DocuSign or comparable platform) in accordance with the California Uniform Electronic Transactions Act (Civil Code § 1633.1 et seq.) and the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.). An electronic signature shall have the same legal force and effect as an original handwritten signature. Each Party may rely on an electronic signature transmitted to it without further authentication.

- 3.18 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.
- 3.19 Interpretation. This Agreement has been negotiated at arm's length and between parties sophisticated and knowledgeable in the matters dealt with in this Agreement. Each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including, without limitation, California Civil Code Section 1654) or legal decisions that would require interpretation of any ambiguities in this Agreement against the party that has drafted it shall not be applicable and are hereby waived. The provisions of the Agreement shall be interpreted in a reasonable manner to effectuate the purpose of the Parties and this Agreement.
- 3.20 Headings. Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.
- 3.21 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. Any Data Protection Addendum attached as Exhibit "F", solely with respect to the handling of Customer Data and Personal Information.
 - B. Amendments to this Agreement entered into pursuant to Section 3.7 herein.
 - C. This Agreement.
 - D. Exhibit A: Scope of Services and Exhibit B: Fee Schedule, and Exhibit C: Key Personnel.
 - E. *OCERS Request for Proposal dated July 2026, attached as Exhibit "D".*
 - F. *Contractor's Response to OCERS Request for Proposal, attached as Exhibit "E".*

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

APPROVED:

APPROVED:

OCERS

By:
Name:
Title:

By:
Name:
Title:

[CONTRACTOR]

By:
Name:
Title:

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. Infrastructure Services & Hardware

A. Database Services

- ***Emphasis on Azure Fabric OneLake, SQL and Oracle DBA services***
- Database design, installation, and configuration
- Performance tuning and optimization
- Database migration and upgrades
- High availability and clustering solutions
- Database monitoring and maintenance

B. Backup, Disaster Recovery and Business Continuity Services

- ***Emphasis on Azure and third-party solutions for immutable data backups, data replication, failover and site recovery***
- Backup architecture design and implementation
- Immutable backup solutions
- Cloud backup services
- Disaster recovery planning
- Disaster recovery testing and exercises
- Recovery Time Objective (RTO) and Recovery Point Objective (RPO) assessments
- Azure Site Recovery implementation and management
- Business continuity planning (BCP)
- Business impact analysis (BIA)
- Continuity of Operations Planning (COOP)
- Crisis management planning
- Emergency communications planning
- Business continuity tabletop exercises
- Disaster recovery runbook development
- Recovery orchestration and automation
- Data replication and failover solutions
- Cyber recovery planning
- Ransomware recovery preparedness
- Resilience assessments
- Operational resilience consulting
- Backup security and governance reviews

C. Telecommunications Services

- VoIP solutions and management
- Unified Communications (UC) platforms
- Network cabling and infrastructure setup
- Video conferencing solutions

- Multi-Channel Contact center systems and integration with IVR, AI bot and advanced metrics and data analytics

D. **IoT (Internet of Things)**

- IoT device deployment and management
- Edge computing integration
- IoT security services
- Sensor network setup and monitoring
- Predictive maintenance solutions

2. **Software & Application Services / Subscriptions**

A. **Web Services**

- ***Emphasis on SharePoint site and portal design, intranet/extranet development, integration with Microsoft 365, Azure and CoPilot, SharePoint advanced management configuration, permissions and governance configuration, workflows and webparts implementation***
- Website design and hosting
- Web application development
- E-commerce solutions
- Domain and DNS management
- Content Management Systems (CMS)
- SharePoint Development

B. **Software Development**

- Custom application development and Application modernization
- Mobile app development (iOS & Android)
- API development and integration
- Automated software testing and quality assurance

3. **Java Development Services**

- Enterprise Java application design and development
- Spring / Spring Boot framework implementation
- Java EE (Jakarta EE) architecture and integration
- Microservices development and containerization (Docker, Kubernetes)
- RESTful and SOAP web services using Java
- Java-based middleware integration
- JMS (Java Message Service) design and configuration
 - o Message-driven beans and asynchronous messaging
 - o Integration with ActiveMQ, RabbitMQ, IBM MQ, or Kafka
 - o Messaging queue monitoring and optimization
- Performance tuning and JVM optimization
- Continuous integration and deployment (CI/CD) pipelines for Java applications
- Java application support and maintenance

4. Cybersecurity Services

Cybersecurity Services may include advisory, assessment, implementation, operational support, managed services, and staff augmentation related to the protection of the organization's systems, networks, applications, data, users, and technology environment. Services may include, but are not limited to, the following:

- A. Cybersecurity Strategy, Governance, and Program Support
 - Cybersecurity program assessments, maturity assessments, security roadmaps, control framework alignment, security governance support, virtual CISO or advisory services, cybersecurity metrics, and executive or board-level reporting.
- B. Security Risk Assessments and Audits
 - Enterprise security assessments, technical control assessments, gap assessments, risk assessments, compliance readiness assessments, internal audit support, and remediation planning.
- C. Security Policy, Standards, and Procedure Development
 - Development or review of cybersecurity policies, standards, procedures, control requirements, security operating procedures, and related governance documentation.
- D. Penetration Testing, Red Teaming, and Security Testing
 - Network, application, cloud, wireless, social engineering, and physical penetration testing; red team, purple team, and adversary simulation exercises; exploitation validation; and remediation verification.
- E. Vulnerability Management and Exposure Management
 - Vulnerability scanning, vulnerability assessment, exposure management, continuous threat exposure management (CTEM), configuration assessment, remediation prioritization, patch management advisory, attack surface management, breach and attack simulation (BAS), and vulnerability management program support.
- F. Identity and Access Management / Identity Governance
 - Identity governance, access reviews, privileged access management, authentication controls, multi-factor authentication, passwordless authentication, single sign-on, role-based access control, lifecycle management, directory services, machine identity management, certificate-based authentication, identity threat detection and response (ITDR), and identity security assessments.
- G. Security Monitoring, SOC, SIEM, and SOAR Services
 - Security logging, SIEM design and implementation, SIEM tuning, use case development, alert triage, SOAR automation, security operations center support, threat monitoring, and managed detection and response services.
- H. Endpoint, Server, and Workload Security
 - Endpoint detection and response, endpoint protection, server and workload protection, malware prevention, endpoint hardening, managed endpoint security, and related monitoring and response services.
- I. Network Security

- Firewall, secure web gateway, network segmentation, remote access, zero trust network access, intrusion detection/prevention, wireless security, DNS security, Internet security, DDoS protection, network access control, and secure network architecture services.
- J. Cloud Security, Cloud Platform Security, and Cloud Governance
- Cloud security assessments, cloud security architecture, cloud configuration reviews, cloud workload protection, cloud security posture management, cloud governance, cloud policy enforcement, cloud compliance monitoring, cloud identity and access controls, container security, cloud logging and monitoring, secure architecture, landing zone security, subscription and resource governance, policy configuration, role-based access control, privileged access, compliance alignment, and remediation support for Azure or similar cloud platforms and multi-cloud environments.
- K. Collaboration and Productivity Platform Security
- Security and governance assessments, configuration reviews, implementation support, monitoring, data protection, identity integration, external sharing controls, audit and logging configuration, retention and compliance support, and security roadmap development for Microsoft 365 or similar productivity and collaboration platforms.
- L. Email and Messaging Security
- Email security assessments, email gateway and filtering configuration, phishing protection, domain protection (DMARC, DKIM, SPF), email authentication controls, messaging security, business email compromise (BEC) prevention, spam and malware filtering, email encryption, email data loss prevention, and related monitoring or remediation support.
- M. Application Security and Secure Development
- Secure software development lifecycle support, application security assessments, code review, application penetration testing, API security, DevSecOps support, security requirements development, and remediation guidance.
- N. Data Protection, Database Security, and Data Platform Governance
- Data loss prevention, encryption, key management, data classification, sensitive data discovery, database security assessments, data platform security assessments, data lake and lakehouse security, analytics platform governance, access controls, data sharing controls, information protection, records and retention security considerations, eDiscovery and audit support, insider risk considerations, and data security control implementation.
- O. Incident Response and Digital Forensics
- Incident response planning, incident response retainers, breach response support, malware analysis, forensic investigation, evidence preservation, root cause analysis, containment, eradication, recovery support, post-incident reporting, breach notification coordination, regulatory notification support, crisis communications support, and cyber insurance claims coordination.
- P. Cyber Resilience, Backup, and Recovery Security
- Cyber recovery planning, ransomware readiness, backup security assessments, immutable backup design, recovery testing, disaster recovery security reviews, tabletop exercises, cyber crisis management planning, crisis communications framework development, and business continuity alignment.
- Q. Threat Intelligence and Threat Hunting

- Threat intelligence advisory, threat actor profiling, detection engineering, proactive threat hunting, compromise assessments, attack surface monitoring, dark web or credential exposure monitoring, brand impersonation monitoring, typosquatting detection, social media threat monitoring, and executive digital protection.
- R. Third-Party and Vendor Cybersecurity Risk Management
- Vendor security assessments, due diligence support, SOC 2 or security report review, contract security requirement and language development, third-party risk management program development, ongoing vendor risk monitoring, supply chain security assessments, software bill of materials (SBOM) review, sub-processor risk assessments, and fourth-party risk considerations.
- S. Security Awareness and Training
- Cybersecurity awareness training, phishing simulations, role-based security training, executive training, board and executive cyber briefings, secure development training, incident response training, insider threat awareness training, tabletop exercise facilitation, and secure use of artificial intelligence training.
- T. Security Architecture, Engineering, and Zero Trust Strategy
- Security architecture reviews, solution security design, secure configuration standards, control design, technology selection support, implementation planning, security engineering support for technology projects, zero trust maturity assessments, zero trust architecture design, zero trust roadmap development, microsegmentation strategy, continuous verification design, conditional access policy development, least-privilege access design, zero trust implementation support, and alignment with zero trust reference architectures and frameworks.
- U. Artificial Intelligence Security and Governance
- AI security assessments, AI governance program support, secure use of generative AI, large language model security, AI agent security, prompt and output security, AI data protection, AI access controls, AI logging and monitoring, model and agent risk assessments, AI vendor risk assessments, AI acceptable use controls, and security review of AI platforms, copilots, agents, automation tools, and emerging AI technologies.
- V. Low-Code, No-Code, Automation, and Agentic Workflow Security
- Security and governance assessments, environment strategy, data loss prevention, connector governance, access control, monitoring, application lifecycle management, and risk management for low-code/no-code platforms, automation tools, bots, agents, and workflow automation services.
- W. Insider Threat Program Support
- Insider threat program development, insider risk assessments, user behavior analytics, insider threat detection and monitoring, data exfiltration prevention, privileged user monitoring, insider threat policy development, insider threat awareness training, and insider threat investigation support.
- X. Mobile Device and Endpoint Mobility Security
- Mobile device management (MDM), mobile application management (MAM), mobile device security policy development, mobile threat defense, secure mobile architecture, mobile application security assessments, mobile device hardening, remote wipe and data protection, and mobile security monitoring.

- Y. Cryptography, PKI, and Certificate Management
 - Public key infrastructure (PKI) design and management, certificate lifecycle management, TLS/SSL configuration and hardening, encryption strategy, key management, cryptographic standards assessment, crypto agility planning, post-quantum cryptography readiness, and certificate authority management.
- Z. Cyber Insurance Advisory and Readiness
 - Cyber insurance readiness assessments, insurability gap analysis, underwriting preparation support, policy review and coverage analysis, claims preparation advisory, risk quantification for insurance purposes, and alignment of security controls with insurer expectations and requirements.
- AA. Regulatory, Compliance, and Framework Alignment Support
 - Support for cybersecurity requirements, control frameworks, regulatory obligations, audit preparation, evidence collection, control mapping, and remediation tracking.
- BB. Cybersecurity Staff Augmentation and Project Support
 - Temporary or project-based cybersecurity personnel, technical specialists, analysts, engineers, architects, project managers, and subject matter experts to support cybersecurity initiatives. Cybersecurity Strategy, Governance, and Program Support.

5. **Managed IT Services & IT Support Services**

- 24/7 Proactive IT Managed Services
- Remote monitoring and management (RMM)
- Device lifecycle management
- Cloud & Hybrid Infrastructure Managed Services
- End-User IT Support & Helpdesk as a Service

6. **Cloud Computing Services**

- A. ***Emphasis on Azure Cloud, Azure VM Solution, Azure Arc, Azure Functions & Logic Apps, Microsoft Fabric SaaS Data Platform***
 - Cloud migration and strategy
 - Public, private, and hybrid cloud solutions
 - Infrastructure as a Service (IaaS)
 - Platform as a Service (PaaS)
 - Cloud cost optimization
 - Cloud-native application development

7. **Data & Analytics Services**

- A. ***Emphasis on Azure Fabric, Data Lake, Synapse Analytics and Power BI/Premium Embedded. Power BI report and dashboard development, data modeling and DAX optimization, integrations with Oracle, SQL, Azure and Microsoft 365 and Dynamics 365 data sources, embedded analytics and Power BI Service configurations***
 - Data warehouse design and management
 - Business Intelligence (BI) solutions
 - Data integration and ETL services
 - Predictive analytics and machine learning

- Data governance and compliance

8. Consulting and Strategy Services

- A. Consulting and Strategy Services may include advisory, planning, assessment, governance, program management, organizational change management, and strategic consulting services related to technology, cybersecurity, data, cloud, and business operations.
- B. Services may include, but are not limited to, the following:
 - IT strategic planning and technology roadmaps
 - Enterprise architecture and technology assessments
 - Digital transformation and business process improvement
 - IT governance and operating model development
 - Project, program, and portfolio management
 - PMO establishment and support
 - Organizational change management and user adoption
 - Vendor evaluations, technology selection, and procurement support
 - Risk, compliance, and governance consulting
 - Business continuity and operational resilience planning
 - Technology modernization and innovation assessments
 - CIO, CTO, CISO, and executive advisory services

9. Artificial Intelligence, Automation and Integration Services

- A. **RPA (Robotic Process Automation)**
 - Workflow automation
 - Bot development and deployment
 - RPA governance and optimization
- B. **Artificial Intelligence**
 - AI model development and training
 - Natural Language Processing (NLP) solutions
 - Computer Vision Applications
 - AI-driven decision support
 - AI-driven data analytics
- C. **Automation / BPA (Business Process Automation)**
 - *Emphasis on Power Automate Design and Implementation, BPA with Microsoft 365 and third-party connectors, Power Apps development (Canvas and Model-Driven), Integration of Power Apps with SharePoint, Teams and Dataverse, Custom connectors and API integration, governance and environment management for Power Platform*
 - Process mapping and optimization
 - Low-code / no-code automation platforms
 - Document and records automation
 - Business Process Re-engineering
- D. **API Management**
 - **API design and implementation**

- **API gateway and security**
- **API lifecycle management**
- **Third-party system integrations**

10. Value Added Reseller – VAR

- Hardware and Software procurements
- Bundled IT solutions with configuration services
- Vendor management and partnerships
- Pre-sales consultation and solution design

11. Enterprise Collaboration, Productivity and Digital Workplace Services

- A. Enterprise Collaboration, Productivity and Digital Workplace Services may include advisory, planning, implementation, migration, integration, governance, administration, support, optimization, training, adoption, and managed services related to collaboration platforms, content management systems, productivity technologies, employee experience solutions, and modern workplace technologies.
- B. Services may include, but are not limited to, the following:
 - Collaboration and Productivity Platforms
 - Microsoft 365, Google Workspace, and similar productivity platforms
 - Microsoft Teams, Zoom, Slack, Webex, and unified collaboration solutions
 - Email, calendaring, messaging, and communication platforms
- C. **Content Management and Digital Workplace Solutions**
 - SharePoint, intranet, extranet, and portal development
 - Document management and knowledge management solutions
 - Records management and information governance
 - Content migration and collaboration platform modernization
- D. **Productivity Automation and Business Solutions**
 - Power Platform, low-code/no-code solutions, and workflow automation
 - Business process automation and digital forms
 - Integration with enterprise applications and cloud services
- E. **Artificial Intelligence and Digital Workplace Innovation**
 - Microsoft Copilot and other AI productivity solutions
 - AI-assisted knowledge management and search
 - AI governance, adoption, and change management
- F. **Identity, Endpoint, and Workplace Management**
 - Identity and access management integration
 - Endpoint and device management
 - Mobile workforce enablement and secure collaboration

G. Digital Workplace Strategy and Managed Services

- Digital workplace assessments and strategy
- User adoption, training, and change management
- Managed administration and operational support
- Platform governance and optimization

12. Oracle Database/WebLogic Services

- A. **Areas of Expertise:** security, certs for TLS/SSL, JDK, WebLogic, WSLT, V3, oracle wallet, vendor performance Issues, backups & recovery, log management, alerting, I.T. database services (all platforms), maintenance, storage services, audit assistance, blocking services and monitoring.
- B. Services to be provided, including but not limited to:
- Database administration. This includes security, patching, storage, optimization, lock/block clearing and alerting to errors in logs or with transactions. Common Oracle database administration of OCERS Production, Test and Development environments includes:
 - a. Installation and configuration of Oracle database software.
 - b. Database backup and recovery management.
 - c. Performance tuning and optimization.
 - d. Security management and user access control.
 - e. Patching and upgrading of Oracle database software.
 - f. Monitoring and troubleshooting of database issues.
 - g. Capacity planning and database growth management.
 - h. Database replication and data synchronization.
 - i. Disaster recovery planning and implementation.
 - j. Database documentation and reporting.
 - TLS/SSL Certificate storage, renewal, and maintenance. This includes management of Oracle Wallet, Java Key Stores, certificate authority facilitation and troubleshooting. Perform annual updates to install new SSL certificates.
 - WebLogic administration. This includes patching and security configuration using java, wlst and the admin. Traffic is monitored and alerted by processes that are built and maintained. Logs are consolidated and reviewed for any issues.
 - Apache Server administration and support.
 - Dev Ops automation with scripts on servers. This includes using languages dos batch, wlst, c#, and PowerShell to schedule backups, stats gathering, log compiling, and other server maintenance issues.
 - Security maintenance and organization on all database servers. This includes being away or PII and access to any personal identifying information (PII).
 - Assist operations with storage needs and assist security team with any oracle, jdk or apache security details that arise from audits or scans.
 - Assist with design and expansion of reporting datasets data warehouse.
 - Assist in troubleshooting and resolving Oracle, WebLogic, Apache and vendor application performance issues and errors.
 - 24/7 support and on-call availability (if applicable).

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:
2. *The total compensation shall not exceed [TBD] without written approval by OCERS.*
3. *Rates [TBD]*
4. ***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.
5. ***Payment – Invoicing Instructions:*** Contractor will provide an invoice on 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. *Delivery/service address*
 - e. *Date of invoice*
 - f. *Description and price of services provided*
 - g. *Sales tax, if applicable*
 - h. *Freight/delivery charges, if applicable*
 - i. *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*

EXHIBIT C
Key Personnel

EXHIBIT D
Request for Proposal

EXHIBIT E

Response to Request for Proposal

EXHIBIT F

Data Protection Addendum

EXHIBIT G

Iran Contracting Act Certification

[if applicable]