REQUEST FOR PROPOSAL FOR
Website Redesign, Development, Implementation and Hosting

Release Date: April 3, 2019

Responses Due: May 16, 2019, 5:00 p.m. PDT

All questions must be submitted in writing no later than: April 16, 2019

All questions and answers concerning the Request For Proposal (RFP) will be posted on the SBCERA website at www.SBCERA.org/RFP no later than close of business on April 23, 2019.

To RFP Administrator: San Bernardino County Employees' Retirement Association
348 West Hospitality Ln., Third Floor
San Bernardino, CA 92415-0014
Communications@SBCERA.org
Phone – (909) 885-7980

Official RFP Notices/Addenda: To ensure that no firm is provided advantage over another, all requirements are specified in this Request for Proposal (RFP). Any changes to the requirements will be posted as an addendum to the RFP on the SBCERA website noted above no later than April 23, 2019, but will also be emailed to all firms that pose questions. Firms are solely responsible for monitoring the website for and adhering to any RFP addenda.

Prohibited Communications: With the exception of the communication noted above regarding questions or clarifications to the RFP, from the RFP release date until a contract for these services is fully executed, firms are prohibited from communicating with Board members or staff concerning this RFP or the resulting contract. Any communications could be considered attempts to lobby or market services, and are therefore prohibited. Firms will be disqualified from contract consideration if this prohibition is not honored.

SBCERA reserves the right to withdraw this RFP at any time without prior notice and to reject any and all responses to this RFP. The rejection of any or all Requests for Proposal shall not render SBCERA liable for costs or damages.
SBCERA
RFP for Website Redesign, Development, Implementation and Hosting
Page 2

I. INTRODUCTION AND BACKGROUND

Introduction

The San Bernardino County Employees’ Retirement Association (“SBCERA” or the “Plan”) is an independent, award winning multiple employer defined benefit plan. SBCERA administers service retirement, disability retirement and death benefits on behalf of over 40,000 members and beneficiaries, serves 18 employers throughout California and invests more than $10 billion in assets. SBCERA was established on January 1, 1945 under the California County Employees Retirement Law of 1937 (CERL) following a vote by the people of the County on May 16, 1944. For more than 73 years, SBCERA has been providing the promised benefits to its members and beneficiaries while ensuring the plan remains solid and secure.

SBCERA is soliciting proposals in response to this Request for Proposal (RFP) for support on a redesign of the SBCERA website (www.SBCERA.org). The anticipated project start date is June 10, 2019.

SBCERA’s current website was launched in 2013. The website is the central hub for important information regarding the SBCERA Plan for stakeholders, including Active Members, Deferred Members, Retired Members, Employers (Plan Sponsors), Media, Employee Representative Groups, staff and others.

Our current website is large and complex due to the numerous stakeholders we serve and the complexity of the information we provide. The new website should offer innovative solutions to providing this information without obstructing the design, page layout and ease of use.

Our primary objective for the redesigned website will be to integrate an omnichannel solution while providing a consistent customer experience that incorporates self-service and simplicity.
NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

The California Public Records Act, Government Code sections 6250, et seq., provides that access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person in the state. Public records are defined as any writing relating to the conduct of the public’s business and are open to inspection during normal business hours.

Responses to this RFP become the exclusive property of SBCERA. At such time as the evaluation committee recommends a proposer to the Board, and such recommendation appears on the agenda, all proposals submitted shall be regarded as public records, subject to disclosure upon request. Exceptions will be those elements in each proposal, which are defined by law as business or trade secrets or otherwise exempt from disclosure under the Public Records Act, and are so reasonably and conspicuously marked as "TRADE SECRETS", "CONFIDENTIAL", or "PROPRIETARY" in red ink within the proposal. SBCERA shall not in any way be liable or responsible for the disclosure of any such records including, without limitations, those so marked, if disclosure is deemed to be required by law or by an order of a court of competent jurisdiction. The proposer shall indemnify SBCERA for any and all attorney's fees awarded against SBCERA based on SBCERA's refusal to disclose those elements of the proposal marked by the proposer with a restrictive legend. Proposers shall not mark their entire proposal as confidential. Such an attempted designation is not valid and will not be honored, and will instead result in the entire proposal being treated as a non-confidential public record.

Submission by a vendor constitutes a complete waiver of any claims whatsoever against SBCERA, and/or its agents, officers, or employees, that SBCERA has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

II. MINIMUM QUALIFICATIONS

Firms must clearly demonstrate meeting the minimum qualifications for their Request for Proposal to be considered.

- The respondent must have designed, developed and implemented websites for at least five public agencies within the last five years.
- The respondent must answer all questions included in this RFP in their entirety.
III. SCOPE OF SERVICES

Scope of services for this project will require three phases, including tasks associated with each phase:

**Phase 1: Design**

**Design Task 1.0: Analysis of Existing Site Content and New Requirements**

Following the kick-off meeting, the Firm should gather end user perspectives about the existing site and develop a list of new site requirements to ensure the success of the redesign effort. It is anticipated that this will include a minimum of two focus groups with internal staff from SBCERA departments, stakeholders, SBCERA plan sponsors and/or the public.

In addition to the requirements identified by the focus groups, the Firm should identify any other website capabilities and functions that may be relevant to SBCERA, including how they will help SBCERA meet the goals of end user ease of use outlined in this RFP. As part of their proposals, Firms should indicate the appropriate number of focus groups required to successfully complete this task.

**Design Task 2.0: Development of New Navigational Structure and Site Map**

The Firm shall develop recommendations for a new navigational structure and site map, leveraging the requirements gathered in Task 1.0. SBCERA staff will review and provide feedback to the Firm regarding the navigation and site map submitted until a final site map is agreed upon. As part of their proposals, Firms should indicate the appropriate number of meetings required to successfully complete this task.

**Design Task 3.0 Proposed Method to Regulatory Requirements**

The Firm should describe its understanding and a proposed process by which SBCERA’s redesigned website will comply with the standards set by ADA Section 508, and if possible W3C and WCAG 2.0 AA, as well as any other known state and federal regulatory compliance requirements.

**Design Task 4.0: Design Development**

At least three home page and interior page design options will be provided by the Firm to SBCERA and will include the agreed upon navigational structure and site map. Design options should be visually appealing and support a simple, intuitive and consistent end user experience. Preliminary requirements for the design options include:

• Easy, clearly labeled and direct access to MemberDirect and EmployerDirect portals
• Easy and clear delineation for stakeholder groups
• Latest news
• Adaptive help page
• Integration of social media sites, video and/or webinars
• Innovative solution to address the large number of information categories, while keeping navigation simple
SBCERA staff will review and provide feedback to the Firm regarding the designs submitted. At least one meeting will take place between the Firm and SBCERA regarding the design options. Internal and/or external focus groups may also be held to review the shortlisted designs before a final decision is made.

**Design Task 5.0: Website Design Guidelines**

Firm will provide guidelines that ensure design effectiveness and consistency moving forward from the go-live date. The guidelines should also foster self-reliance, i.e., non-designers should be able to successfully understand design decisions and compose new templates consistent with the rest of the site. The guidelines should include, but not be limited to:

- Site scalability (criteria for adding pages, major navigational additions as well as branching off to micro and/or full-scale distinct sites)

**Phase 2: Implementation**

The Implementation Phase consists of implementing the design recommendations developed during Phase A: Design Phase. The new website should be built in development and test environments prior to being migrated to a production environment. SBCERA shall be provided access to all three environments.

The selected Firm shall provide hosting for the website that at a minimum meets the following requirements:

- Tier 3 Data Center (Tier 2 with agreed upon reimbursement plan);
- Tier 2 ISP connection (Tier 1 preferred);
- Average server response times of less than 200ms;
- SOC 2 Type 1 report;
- Guaranteed performances levels;
- No upload, download or bandwidth baps or throttling; and
- Backup, restore, and snapshot options.

Please review and address each of the questions in Appendix A: Data Security, Business Continuity and Hosting Infrastructure Questions at the end of this document. The Firm will be required to provide a complete disaster recovery plan, including hosting facility information and plan(s) in place for remediation of services.

The selected Firm shall develop a website that at a minimum meets the following requirements:

- The core Content Management System (CMS) being proposed must not be a proprietary system. Firm must specify the core CMS platform and any proprietary enhancements that are being proposed.
- Follows Open Web Application Security Project (OWASP) framework
- Properly mitigates OWASP Top 10 most critical web development risks as identified here: [https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project](https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)
- Is fully https enabled
• Is a fully-functioning site compliant with ADA Section 508 and any other state or federal regulatory requirements

• Contains content that is easily translatable into other languages so SBCERA can comply with Title VI of the Civil Rights Act and Executive Order 13166, which concern Improving Access to Services for Persons with Limited English Proficiency (2000)

• Supports all current desktop and mobile browser versions, including those that are more than three years old where the older version still accounts for 2 percent or more of the site’s previous year’s web traffic

• Meets data security and privacy requirements that exceed minimum legal and industry standards

• Bases storage and removal of content and web page visitor data on limits controlled by SBCERA so they can be modified to match SBCERA’s Privacy Policy

• Uses the latest in technology and programming to prevent hacking and protect content

• Responsive design

Implementation Task 1.0: Content Management System

The Firm will implement a non-proprietary Content Management System (CMS) that is easy to use by non-technical staff and ensures style element consistency across the website. Content editors must be able to update, delete and create new pages based on predefined roles and templates, as well as insert the pages into the website’s navigation. In addition, content editors should be able to:

• Upload multiple document files and images at one time

• Insert and resize images in any page position

• Create photo galleries using an unlimited amount of photos

• Drag and drop configurable chat, event and calendar modules

• Create pre-formatted ADA compliant tables on pages

• Create forms for use in collecting public comments, workshop registrations or other information

• Embed audio and/or video to web pages

• Spell check and add words to a dictionary

• Create redirects or user-friendly URLs for each page or document file

• Tag content with keywords to improve search and sorting functions

• Create content links to other relevant content on pages, in addition to inline links

• Undo/redo edits to web pages

• View/restore deleted work to web pages and view/restore deleted web pages to site

• See an accurate preview of a webpage before posting live
• Be able to make mass updates to links throughout the website

To ensure the quality and integrity of the information being published on SBCERA’s website, the CMS also should be able to:

• Provide easy to use content review procedures
• Ensure quality, integrity and efficiency moving text from MS Word to the CMS. Solution might include stripping formatting and converting HTML to conform to site style
• Provide for a link library to see all site links in a central place
• Provide link auditing functionality to check for broken links
• Provide an option to replace uploaded documents with new documents using the same URL so that the new file auto-uploads to all cross-linked areas
• Provide an option to upload images in a central location so the image can be added to any page of the website
• Store previous versions of web pages and restores/reverts back to previous versions, including saved drafts and published version
• Allow for integration with leading translation products and suites (e.g., SDL Trados Studio)
• Provide Captcha capability
• Hide email addresses to prevent automated systems from getting staff addresses
• Allow for auto-archiving of all pages and document files after a certain period of time based on (1) a predefined time after publishing; or (2) web manager selected start and end dates
• Allow users to print website pages in an easy-to-read, printable 8.5 x 11 document

The Firm should describe the delivery model on which their recommended CMS is based, and what advantage they see it bringing to SBCERA, given its goals. Delivery models considered include only open-source software.

Additionally, the Firm should describe the skills needed to implement and support the recommended CMS. The Firm should also describe what technical and non-technical SBCERA staff training is required or recommended to support CMS implementation, how this training will be provided and what materials will be provided to SBCERA staff to support continued training.

Finally, the Firm should describe the process by which SBCERA will be notified of and obtain upgrades to the recommended CMS.

**Implementation Task 2.0: Search Engine Specifications**

Firm will construct the website in a manner that supports best practices for search engine optimization with components and functionalities that include, but are not limited to:

• Simple-to-understand URLs
• Simple directory structure
• One version of a URL to reach a document or specific content
• Simple navigation
• Sitemap for site users (HTML)
• Sitemap for search engines (XML)
• Use of heading tags to present page structure to users (<h1> as most important down to <h6> as least important)

Firm will develop a site search feature that includes, but is not limited to:
• Allowing users to search the new site by single words, combination of words or the exact phrase
• Allowing users to filter search results based on a date range or archive status
• Incorporating content descriptions in search results
• Featuring auto-correct and/or provided results that best match misspelled words or phrases
• Providing “Best Bet” results
• Searching both HTML pages and documents, such as PDF files and MS Word documents
• Returning results in order of relevance based on the frequency of the search words in the page content or metadata
• Returning results that can be browsed by category, i.e., a faceted search
• Allowing filtering of search results, such as documents, event calendar and news

Implementation Task 3.0: Evaluation and Migration of Existing Content

In partnership with the Firm, there will be an in-depth evaluation of existing website content. SBCERA will work with the Firm to analyze where content can be simplified based on evaluations and results from Phase 1: Design.

Once content evaluation has been conducted and any changes determined, Firm will either upload revised content or migrate existing content to the new navigation structure and CMS.

Implementation Task 4.0: General Staff Training

It is our desire that SBCERA staff be familiar with the navigation and functions of the redesigned website once completed. The Firm should be prepared to provide “training” sessions to SBCERA staff for the new website, focusing on how to help all stakeholders find answers.

Phase 3: Post-Launch Evaluation and Support

Post-Launch Task 1.0: Ongoing Design Support

Following the go-live date, the Firm shall provide six months of website design support services to address design changes identified by SBCERA. Services under this task shall include ongoing design work and additional recommendations regarding site structure.
Post-Launch Task 2.0: Ongoing Technical Support and Security

All proposals shall include costs for one year of annual support under a Service Level Agreement (SLA). The proposed SLA should provide in detail, tier levels and their offerings if applicable, support hours, response times and escalation triggers.

Services provided under the SLA shall include at a minimum, system maintenance and updates, Content Management System (CMS) support, maintenance and annual updates, security updates to all systems once a vulnerability has been identified, and Search Engine Optimization (SEO) updates at least quarterly. In addition, we request either as part of the SLA or as a secondary agreement, access to vendor provided training and support in the creation of additional modules or enhancements to existing modules and pages.

IV. CONTENT OF RESPONSE

Written proposals shall be prepared simply and economically. It is important that every element of information requested is included in the Request for Proposal, however please limit marketing materials not specifically required by this Request for Proposal.

The firm’s Request for Proposal response must include:

A. Title Page

The title page must be titled “RFP for SBCERA Website Redesign, Development, Implementation and Hosting,” along with vendor’s name, address, and contact information.

B. Cover letter

1. The legal business name, Federal Employer Identification Number, address, telephone number, website URL, and business status (Individual, limited liability partnership, corporation, etc.) of the firm.

2. The person or persons authorized to represent the proposer in negotiations with SBCERA with respect to the RFP and any subsequently awarded contract. Provide the representative’s name, title, address, telephone number, e-mail address and any limitation of authority for the person named.

3. If the firm is proposing any alternatives/conditions to requirements detailed within the RFP, an explanation of the alternatives offered/conditions placed shall be detailed within this cover. SBCERA reserves to right to reject proposals where the alternative/conditions are not acceptable.

4. Acknowledge and agree that the proposer will comply with the provisions of the CERL regarding confidentiality of membership data and agrees not to disclose confidential membership information to other parties without SBCERA’s prior authorization and approval.

5. Acknowledge and agree that any resulting contract and services will be subject to and interpreted by the laws of the State of California, any litigation with respect thereto shall be brought in the Superior Court of California, County of San Bernardino, and the proposer shall comply with all applicable federal, state, and local laws, rules, and regulations.

6. A certification of non-discriminatory practices in the proposer’s services.
7. Indication of coverage levels (if any) for:
   a) Commercial General Liability
   b) Workers Compensation
   c) Professional Liability

The cover letter is to be signed by a person or persons authorized to bind the proposer to all provisions of the RFP, any subsequent changes to the RFP, and to the contract if an award is made. (If the respondent is a partnership, the response must be signed by a general partner in the name of the partnership. If the respondent is a corporation, the response must be signed on behalf of the corporation by two authorized officers [a Chairman of the Board, President or Vice-President, and a Secretary, Treasurer or Chief Financial Officer] or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation.)

C. Proposal Response

1. Provide a brief introduction of your firm’s history, products and services offered, the firm’s primary business activity, and clients served. Additionally, identify affiliated companies of the firm and what differentiates you from your competition.

2. Identify the licenses, credentials/designations, affiliations, special knowledge, qualifications, expertise or awards held by your firm and its key managers. Briefly describe how this translates to the service to be provided to SBCERA.

3. Provide links to your firm’s social media presence (i.e. Facebook, Twitter, Instagram, etc.) and or samples of social media support you have provided to previous or current clients, if applicable

4. Provide an organizational chart indicating roles of all individuals involved in projects. Include a curriculum vitae/biography for each team member, including the hourly rates proposed to be charged to SBCERA for each team member. What experience does the team have working together?

5. Disclose the nature of any past, present, or pending relationship with any SBCERA Board Member, consultant, or staff. How have you reviewed this potential engagement for conflict of interest? Were there any conflicts, potential conflicts, or other issues that could raise a reasonable appearance of a conflict of interest?

6. References
   a) Provide a list of representative clients in the last five years. Include scope of work, dates of contract, contract amount, contact person and telephone number.
   b) Provide a list of all other current clients with whom you are providing services. Include name of client, contact person, address and telephone number.

7. Sample Work
   a) Provide at least (3) samples of websites that your company has created for public agencies, preferably pension systems similar to SBCERA, in the last three years. Samples can be in the form of links to sites, but please provide project details, including clear images of websites. Images must be in easily accessible file types, i.e. PDF, GIF, JPEG, etc. Samples must show functions of both the website and CMS.
   b) Additionally, provide website implementation examples that closely mirror the scope of
services outlined in Section III: Scope of Services.

D. Proposed Fees/Costs

The Firm shall provide a final fixed price to complete Phases 1, 2, and 3 designated in the Scope of Services. The fixed price cost proposal shall include:

1. A breakdown of staff hours and associated cost required to complete Phases 1, 2 and 3, respectively.

2. Hourly rates for each professional and administrative staff person who will be committed to this Project, including fringe and overhead costs.

3. The prices proposed within the submission must be valid from the date of the submission through the end of the contract, and must include any/all costs expected to be paid by SBCERA. Provide a schedule of incidental fees that are commonly charged in your industry (e.g., bandwidth usage, digital storage, etc.). Once a firm has been selected, negotiations of the fee(s) may become necessary. In no case will the negotiations result in a fee that is higher than the fee contained in the proposal, unless SBCERA determines the Scope of Services must be substantively altered.

E. Warranties

Indicate any warranties and guaranties for any service or materials that your firm provides.

If no more than one submission is received in response to this solicitation, SBCERA reserves the right to classify this procurement a failed competition and either re-compete the procurement, or enter into a sole source agreement with the sole respondent.

V. RFP PROCESS

A. Solicitation Timeline

SBCERA intends to adhere to the following timeline, which is subject to change at the discretion of SBCERA:

1. **Distribution of Proposals.** Notice of RFP emailed to prospective proposers and posted on SBCERA’s website on **April 3, 2019**.

2. **Information Requests.** Email requests for additional information to clarify the intent and content of this RFP must be received no later than **April 16, 2019.** If additional information is needed, requests should be emailed to:

   **Communications@SBCERA.org**

   The subject line of the email should state: Attention: Communications – Information Request for Website Redesign, Development, Implementation and Hosting RFP. Responses to written questions will be posted to SBCERA’s website by the close of business on **April 23, 2019.**

3. **Proposal Submission.** Proposals must be received in writing by 5:00 p.m. PDT on Thursday, **May 16, 2019.** Any proposal submitted to the incorrect address, or received after the deadline may, at SBCERA’s sole discretion be rejected and eliminated from consideration. On the outside of the sealed response package, clearly mark: Communications – Response to RFP – Website Redesign, Development,
Implementation and Hosting. FAX transmitted proposals will not be accepted. Please provide: one (1) spiral-bound original marked “original”, four (4) hard copies, and one (1) electronic copy of the original on a flash drive in PDF format. Plainly identify the respective documents. Please send to:

San Bernardino County Employees’ Retirement Association  
Attention: Communications – Response to RFP –  
Website Redesign, Development, Implementation and Hosting  
348 West Hospitality Lane, Third Floor  
San Bernardino, CA 92415-0014

4. **Firm Proposal.** All proposals shall be considered final and may not be withdrawn or modified for a period of 12 months following the date of submission. The proposal should be considered a binding offer to contract with SBCERA, the acceptance of which by SBCERA will result in the formation of an enforceable contract. Proposals may only be withdrawn or modified by notifying SBCERA by a written or faxed request from respondent no later than the RFP closing date.

The proposed fees must be submitted in U.S. dollars, shall include all costs for providing the service to SBCERA as described in this RFP, and shall be guaranteed for 12 months. Once a proposer is selected, the fee may be further refined depending on factors which may affect the proposed fee. In no case will the final fee be higher than the fee contained in the proposal, unless SBCERA determines the Scope of Services must be substantively altered.

5. **Proposal Review.** All proposals received shall be subject to examination by an evaluation committee, which will review, rank, and recommend the proposals that most closely meet the purposes of the RFP. The final evaluation and selection will be made by the Board. SBCERA anticipates selecting one or more proposers as finalists by **May 23, 2019**.

6. **Notification for Interview.** If more than one proposer is selected as a finalist, interviews may be scheduled. SBCERA anticipates sending written notification in **May 2019** if interviews are needed.

7. **Interviews.** If required, SBCERA will schedule presentations of the finalists in **May/June 2019**. Note that there may not be any oral presentations; each proposal is expected to be complete in and of itself.

8. **Final Notification.** Notification to proposers of SBCERA’s decision to award a contract for Website Redesign, Development, Implementation and Hosting will be by mail, on or before **June 30, 2019**.

9. **Final Approval by the Board.** The Firm that demonstrates to be the best fit to provide Website Redesign, Development, Implementation and Hosting anticipated for SBCERA, as determined by the evaluation panel, will be recommended to the SBCERA Board for selection. The Board has sole discretion to make the final determination.

10. **Contract Execution and Effectiveness.** As a result of this RFP, contracts will be finalized with the highest ranked Firm. There may be additional technology security due diligence once the Firm has been selected, but the Firm must be prepared to immediately finalize the contract upon notification of the award. Firm will also be required to sign a Non-Disclosure Agreement (Appendix B) as part of contract finalization.
Proposers should note that no substantive contract negotiations will follow the award. Rather, the final contract terms will be those formed by the RFP, the winning Proposal, the attached form contract, and any attachments or exhibits to the foregoing documents. Deviations from the terms of the RFP, Proposal, and form contract will be permitted only to the extent proposed by the winning proposer in the form of timely and properly submitted exceptions, and accepted by SBCERA in its full discretion.

B. Evaluation Process

The selected firm must successfully pass the following reviews:

1. **Proposal Review**
   
   Firm must demonstrate that it meets the minimum qualifications (see Section II); must demonstrate a positive record as a responsible contractor; and must have the resources and experience to perform the required services.

2. **Review of Services Offered & Areas of Expertise**
   
   Firm’s proposal response, and areas of expertise are evaluated and ranked by the evaluation panel (using criteria in chart VI.A.2.). Candidates should include thorough responses and documents in response to this RFP. Interviews may or may not be conducted.

3. **Questions & Restricted Contact with SBCERA Personnel**
   
   Please submit all questions by email to the RFP Administrator identified on the RFP cover page. Questions from all firms and SBCERA answers in response to those questions will be posted on the SBCERA website (www.SBCERA.org/RFP), as per solicitation timeline.

VI. PROPOSAL REVIEW

A. Evaluation Criteria

SBCERA reserves the right to request additional information to clarify a submitted response. Firms must meet all submission requirements in order to be scored during the evaluation process.

1. **Compliance with RFP Submission Requirements**
   
   SBCERA will conduct a preliminary evaluation of all responses submitted by the deadline to determine compliance with this RFP’s requirements and mandatory document submissions.

   a) Manner of Submission – Response must meet all RFP requirements for submission including deadlines, format, and number of copies.

   b) Information Requested – Response must include all information requested in the RFP.

   c) Background Review – SBCERA’s review of the firm’s performance on previous contracts, ability to meet contractual obligations, and record of ethics and integrity must be satisfactorily met to be deemed responsive.
2. Scoring Criteria of Submission

The responsive firms will be evaluated, ranked, and scored based on, but not limited to, the criteria below:

<table>
<thead>
<tr>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professionalism</strong></td>
</tr>
<tr>
<td>✓ Firm demonstrated professionalism in the response to the RFP, such as: RFP presentation, well-written summary of the important features of the RFP, etc.</td>
</tr>
<tr>
<td><strong>Proposed Scope of Services Description</strong></td>
</tr>
<tr>
<td>✓ Firm demonstrates strong understanding of services needed by SBCERA.</td>
</tr>
<tr>
<td>✓ Firm meets all service requirements for website design and hosting.</td>
</tr>
<tr>
<td>✓ Firm provides clear and detailed processes for each phase indicated in Scope of Services</td>
</tr>
<tr>
<td><strong>Qualifications, Experience, and Accomplishments</strong></td>
</tr>
<tr>
<td>✓ Demonstration of expertise in redesign, development, implementation and hosting of websites based on sample work provided in content of response to this RFP.</td>
</tr>
<tr>
<td>✓ Demonstration of ability to meet deadlines and turn around projects within an agreed upon time frame including rushed deadlines.</td>
</tr>
<tr>
<td>✓ Strength of favorable references during reference verification process.</td>
</tr>
<tr>
<td><strong>Value of Cost</strong></td>
</tr>
<tr>
<td>✓ The evaluation of the relative cost and value for each firm based upon its submission of the proposed fee schedule. This evaluation will also consider cost on a qualitative basis, not necessarily on a quantitative basis. SBCERA expects the cost proposal to include details of all costs associated with the scope of services contained in this RFP.</td>
</tr>
</tbody>
</table>

3. Recommendation

Responsive proposals to this RFP will be ranked in each of the criteria above and scored according to the rank. SBCERA may engage outside individuals to compose an evaluation panel.

Furthermore, SBCERA reserves the right to conduct investigations as SBCERA considers appropriate with respect to the qualifications of each firm or responsive firm and any information contained in its Proposal.

Response to this RFP will be evaluated primarily using the criteria listed above and the ranking of any review panel will serve as a basis to formulate staff recommendations, setting forth the reasons for recommendation in a report to the SBCERA’s Board.

4. Right to Reject Proposals and to Waive Informalities

SBCERA shall reserve the right to reject any and all firms and to waive any informality in the bid or proposal when doing so would be to the advantage of SBCERA. SBCERA may also reject any firm who has previously failed to timely and satisfactorily perform any contract with SBCERA.
VII. APPENDIX ITEMS

Appendix A: Data Security, Business Continuity and Hosting Infrastructure Questions

Appendix B: SBCERA Website Redesign, Development, Implementation and Hosting Contract (Example)

Appendix C: SBCERA Confidentiality Agreement (Example)
Appendix A:
Data Security, Business Continuity and Hosting Infrastructure Questions
Security Questions: Security Basics

- Do you have in-house IT technical and security staff for your hosted data centers or is the personnel outsourced? If outsourced, what is the average response time for incidents and outages?
- Do you conduct background checks on employees, contractors and consultants with access to the client’s data and the hosts said client’s data resides on?
- Do you conduct annual mandatory security awareness training for all users of your network?
- What type of security monitoring do you have in place?
- What is your policy for auditing your networks internally and externally for known and unknown vulnerabilities? What is your remediation policy when vulnerabilities are discovered? Do you notify clients of known security vulnerabilities?
- Does your infrastructure reside solely in the United States? Do you have components or services that reside outside the United States?

Security Questions: Data Security

- What data encryptions and security protocols do you use to enable clients to provide their data? 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 on your system(s).
- Is client data backed up? And if so, where are the backups located in relation to the original data? How is the backup data transferred? Who has access to the data?
- How is client data segregated from other client data?
- How long is client data stored? What is your retention policy for client data?
- What type of physical and logical controls on access to data do you employ?
- 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?
- If data is purged or destroyed, how is this done, what technologies are used, and what certifications do you provide to “prove” that a client’s data has been removed and no longer resides with you and/or can be accessed by anyone?
- What Data Security Regulation(s) do you follow and adhere to? What Security Policies do you have in place?
- What Notification procedures do you have in place? If a suspected data breach has occurred, how soon do you notify clients?
- Are clients (or their representatives) permitted to perform onsite due diligence on the data center containing their data?
- How do you conduct and assess physical security?
- Do you have cyber-security insurance? If so, how much?
**Business Continuity and Disaster Recovery**

- Do you have a Business Continuity Disaster Recovery plan for the products and services we would receive from you? How often is it reviewed? How often is it updated? How often is it tested?
- Does your Business Continuity Disaster Recovery plan address loss of technology, loss of resources, loss of facilities, and loss of one of your vendors.
- What strategies have you put in place in order to respond to the loss of critical resources for the products and/or services your clients receive from you? How do you communicate to your clients if there is a disruption of service?
- What is your recovery time objective for the resources for the products and/or services your clients receive from you?
- Do you evaluate your vendors' preparedness as part of your business continuity or risk management functions?
- 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?
- Is your organization able to operate effectively when key locations are closed?
- If your service is limited due to a disruption, how will clients be prioritized?
- What is your backup policy?

**Website Hosting and Support**

- Describe your hosted solution service offerings?
- How much storage space do you offer?
- How much bandwidth do you offer? Is there load balancing in place? Are there excessive bandwidth charges?
- How and by whom are your servers monitored?
- Do you provide SSL?
- How many customers are on each server?
- Is your web portal application in house developed or a third party developed (off the shelf) application?
- Is your web portal hosted within the same Data Center as the client sites?
- Is there redundant connectivity to allow multiple client connections without limiting bandwidth?
- Who is responsible for maintenance and on-going support of the web-portals?
- How often are service upgrades performed to the web-portals and hosts, both in terms of software and hardware?
- How often is the system down on average for system failures and scheduled repairs or updates?
- What is your downtime history? What is your average monthly uptime for the past 12
months? What are you accountable for in terms of an outage?

• How do you notify clients of schedule or unscheduled system maintenance?

• Do you have a service level agreement for clients that include the level of uptime/availability with penalties for non-compliance?

• What is your technical/customer support model if clients need assistance accessing the site or encounter errors with portal functional? Do you provide after-hours support? How responsive is your customer services and tech support?

• How easy is it to upscale or downscale services if needed?

**Termination Provisions**

• If contract is terminated, what happens to SBCERA’s data? How does SBCERA retrieve its data? What cost for professional services are involved?
Appendix B:
SBCERA Website Redesign, Development, Implementation and Hosting Contract (Example)
AGREEMENT FOR
WEBSITE REDESIGN, DEVELOPMENT, IMPLEMENTATION AND HOSTING SERVICES

This AGREEMENT FOR WEBSITE REDESIGN, DEVELOPMENT, IMPLEMENTATION AND HOSTING SERVICES (hereinafter referred to as “Agreement”) is made and entered into as of [Date], in San Bernardino, California, by and between the SAN BERNARDINO COUNTY EMPLOYEES’ RETIREMENT ASSOCIATION (hereinafter referred to as “SBCERA”) and ___________________________ (hereinafter referred to as "CONSULTANT").

WHEREAS, SBCERA was created pursuant to the County Employees Retirement Law of 1937 (hereinafter referred to as the "'37 ACT") and is administered by the Board of Retirement (hereinafter referred to as the "BOARD"); and

WHEREAS, CONSULTANT has proposed to perform, and SBCERA has selected CONSULTANT to perform, services pursuant to this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises, the terms, covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1
DESCRIPTION OF SERVICES

1.1 Delegation and Acceptance of Duties. The BOARD hereby delegates to CONSULTANT the duties and CONSULTANT hereby accepts and assumes responsibility to provide the services described in Exhibit "A" (the “RFP”) and Exhibit B (the “Proposal”) (collectively, the "CONSULTANT Services"). Exhibits A and B, including all exhibits and attachments thereto, are hereby incorporated into and made a part of this Agreement as if fully set forth herein. In the event of any inconsistency between this Agreement and Exhibit A or B, unless otherwise expressly stated, this Agreement shall be first in the order of precedence, followed by Exhibit A, then Exhibit B. The performance of any services, other than CONSULTANT Services by CONSULTANT to SBCERA will, unless authorized in a writing approved by the BOARD or its designee pursuant to BOARD authority, and specifying separate compensation or reimbursement, will be deemed to be a gratuity to SBCERA and will not give rise to any obligation by SBCERA to make any payment to CONSULTANT or any other person.

1.2 Seminars and Training Programs. In the event CONSULTANT conducts seminars, training sessions, or similar events which are generally made available to CONSULTANT’s customers, SBCERA shall be invited to attend upon the same conditions and terms as other customers. In the event CONSULTANT offers
to pay the cost of such events and/or the travel or lodging expenses incurred by its customers in connection with attending such events, CONSULTANT will reimburse SBCERA for such expenses on the same basis as CONSULTANT reimburses the expenses to its customers generally.

ARTICLE 2
CONTRACT RESPONSIBILITIES

2.1 SBCERA - RESPONSIBILITIES.

2.1.1 Representative. SBCERA's Representative for this contract will be:

Chief Executive Officer
(or designee)
San Bernardino County Employees' Retirement Association
348 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0014
Telephone: (909) 885-7980; Facsimile: (909) 885-7446

The SBCERA Chief Executive Officer (CEO), or designee, will be SBCERA's Representative with respect to the administration of this Agreement and CONSULTANT will, on a regular basis, interface with and report to the SBCERA Representative so as to keep such Representative fully apprised and up to date on the status of the CONSULTANT Services being performed. The identity of the SBCERA Representative and the address at which the Representative is to receive notices may change from time to time by written notice to CONSULTANT given pursuant to this Agreement. The SBCERA Representative may, from time to time, delegate portions of his or her responsibility for the administration of this Agreement to other persons employed or retained by SBCERA, and CONSULTANT agrees to cooperate with such persons in the performance of their duties.

2.1.2 Authority of SBCERA's Representative. The SBCERA Representative for this contract will provide direction to CONSULTANT in the areas of policy, information requirements, and procedural requirements, consistent with the terms of this Agreement. If actions specifically require the prior approval or consent of SBCERA under this Agreement, CONSULTANT may rely upon the written direction of the SBCERA Representative as binding on SBCERA. The SBCERA Representative is not authorized to make any changes in the terms and conditions of this Agreement, and, except as specifically provided above, is not authorized to obligate SBCERA in any respect whatsoever beyond the terms of this Agreement. While the SBCERA Representative will attempt to be reasonably accessible to and to respond, where appropriate, with reasonable promptness to CONSULTANT's communications, CONSULTANT, where practicable, should schedule its affairs so as to allow the SBCERA Representative not less than fifteen (15) business days to review and consider any such communications.

2.1.3 Authorized SBCERA Contacts. The SBCERA Representative may furnish from time to time a list of designated persons who will be permitted to contact CONSULTANT on behalf of
SBCERA. CONSULTANT agrees not to furnish any information, written or oral, to any person not specifically named on such list.

2.1.4 **No Personal Liability.** In no event will the SBCERA Representative or any other person delegated responsibility for the administration of this Agreement have any personal liability to CONSULTANT or any of its officers, directors, partners, agents, employees, or contractors for any action taken or not taken by such individual while acting or purporting to act as the SBCERA Representative or as his or her designee.

2.2 **CONSULTANT - Responsibilities.**

2.2.1 **Representative.** The CONSULTANT's Representative for this contract will be:

_____________________________________________________

_____________________________________________________

_____________________________________________________

The CONSULTANT's Representative will be responsible for the CONSULTANT's day-to-day activities under this Agreement, and will be the CONSULTANT's Representative with respect to the administration of this Agreement. CONSULTANT will, on a regular basis, interface with and report to the SBCERA Representative so as to keep such Representative fully apprised and up to date on the status of the CONSULTANT Services being performed. CONSULTANT will endeavor to notify SBCERA's Representative prior to replacing the CONSULTANT Representative.

**ARTICLE 3**

**CONSULTANT'S REPRESENTATIONS, WARRANTIES, COVENANTS, AND CERTIFICATIONS**

3.1 **CONSULTANT'S Representations, Warranties, and Covenants.** CONSULTANT acknowledges, represents, warrants, and agrees that:

3.1.1 It has complied with and, when required, will comply with, all regulations, registrations, filings, approvals, authorizations, consents, or examinations required by any governmental authority having jurisdiction over its activities or the acts contemplated by this Agreement to the extent applicable to the Services under this Agreement;

3.1.2 The personnel of CONSULTANT who will be responsible for carrying out this Agreement are individuals experienced in the performance of the various functions contemplated by this Agreement and have not been convicted of any crime or found liable in a civil or administrative proceeding or pleaded nolo contendere or agreed to any consent decree with respect to any matter involving breach of trust or fiduciary duty, fraud, securities law violations, bankruptcy law regulations, or any act or omission involving moral
3.1.3 CONSULTANT will promptly notify SBCERA in the event of any publicly known or non-confidential anticipated or finalized actual material change in the ownership, membership, or management control of CONSULTANT, including, to the extent possible, key personnel responsible for the account within their organization.

3.1.4 CONSULTANT will promptly notify SBCERA in the event that any of the foregoing acknowledgments, representations, warranties, or agreements have been breached or are no longer true, and of the initiation of any formal or informal investigation or regulatory inquiry by any governmental entity with regulatory oversight over CONSULTANT.

3.1.5 The foregoing acknowledgments, representations, warranties, and agreements are understood to be relied upon by SBCERA and the BOARD and to constitute a material inducement to the decision of SBCERA and the BOARD to enter into this Agreement.

3.2 Gratuities. CONSULTANT warrants that no gratuities in the form of entertainment, gifts, or otherwise, were offered or given by CONSULTANT, or any agent or representative of CONSULTANT, to any officer, fiduciary, advisor, or employee of SBCERA with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or the making of any determination with respect to this Agreement. CONSULTANT covenants that no such gratuities will be given to any such person with a view towards securing favorable treatment with respect to the making of any determination with respect to the performance, termination, and/or continuation of this Agreement. CONSULTANT shall review and become familiar with the conflict of interest and reporting provisions applicable to SBCERA, including but not limited to those contained in California Government Code Sections 1090 to 1097 inclusive, 31528, 82030, and 87100 to 87103.

3.3 Certification Concerning Financial Contacts or Solicitation. CONSULTANT represents and warrants that to the best of its knowledge no employee of SBCERA or fiduciary whose position in SBCERA enables such person to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such person is or will be employed in any capacity by the CONSULTANT herein, or does or will have any direct or indirect financial interest in this Agreement.

ARTICLE 4

CONFLICTS OF INTEREST AND PERMITTED DEALINGS

4.1 Conflict of Interest. It is understood that the CONSULTANT performs services for various other clients. The CONSULTANT and its officers may act and continue to act as CONSULTANT and/or service provider for other clients, and nothing in this Agreement shall in any way be deemed to restrict the right of CONSULTANT to perform services for any other client, so long as such services can be and are in fact performed without violating or adversely affecting CONSULTANT's duties and obligations to SBCERA under this
4.2 Permitted Dealings. Under no circumstances will CONSULTANT recommend any person, contract, or transaction in which CONSULTANT, the CONSULTANT’s Representative, or any of their affiliates or associates, or to the best of their knowledge and belief any client of any of the above has any interest, without full written disclosure of the nature and extent of such interest and certification that such interest has had no effect upon CONSULTANT’s recommendations.

ARTICLE 5
TERM AND TERMINATION

5.1 General. The term of this Agreement shall be as set forth in Exhibit A. CONSULTANT or SBCERA may terminate this Agreement for any reason, including without limitation the convenience of the parties. Termination will be effected by delivery to the other party of a written Notice of Termination specifying the date upon which such termination becomes effective, which will not be less than thirty (30) days following the giving of such notice. During the period of time between the giving of the written Notice of Termination and the effective date of termination, this Agreement will remain in full force and effect and the parties will continue to execute their rights and obligations under this Agreement. Upon termination by either party, CONSULTANT shall continue to provide such CONSULTANT services as SBCERA may reasonably require, in the manner provided herein, for such period as is reasonably necessary to accommodate SBCERA’s selection of and transition to a successor CONSULTANT, and CONSULTANT shall be entitled to compensation for such services according to the terms of this Agreement.

5.2 Remedies.

5.2.1 In the event that either party gives Notice of Termination under Section 5.1, above, SBCERA may immediately suspend CONSULTANT’s authority to perform any/or all of the acts and services described in this Agreement. Such notice of suspension may be included in the Notice of Termination. Notwithstanding the suspension of services, SBCERA will remain liable for such fees as CONSULTANT may have earned or may have been entitled to receive under this Agreement through the effective date of termination.

5.2.2 In no event will the termination of this Agreement pursuant to Section 5.1, above, be deemed a waiver of either party’s rights to make a claim against the other as provided for in Section 5.2.3, below.

5.2.3 The rights and remedies of the parties provided in this Article 5 will not be exclusive and are in addition to any other rights and remedies provided at law, in equity or under this Agreement.

ARTICLE 6
INSURANCE AND INDEMNIFICATION
6.1 **Insurance.** Without limiting CONSULTANT's duties regarding indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. SBCERA shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the reasonable opinion of SBCERA the insurance provisions in these requirements do not provide adequate protection for SBCERA and its members, SBCERA and CONSULTANT shall meet to discuss insurance coverage, sufficient in form and amount to provide adequate protection.

6.1.1 **Verification of Coverage.** CONSULTANT shall furnish evidence of insurance to the SBCERA Representative or his designee prior to the commencement of this agreement. SBCERA reserves the right to require that CONSULTANT provide complete certified copies of any policy of insurance offered in compliance with these specifications. The evidence of insurance shall specifically identify this Agreement, and shall identify SBCERA as an additional named insured if such endorsement is available. As an alternative to insurance certificates, CONSULTANT’s insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

6.1.2 **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. **Commercial General Liability.** This policy shall name SBCERA as an additional insured and be primary and not contributory to any policy maintained by SBCERA. Such policy shall cover liability for bodily injury and property damage arising out of CONSULTANT's services under this Agreement. Such policy shall include endorsements for property damage, premises-operations, products/completed operations, contractual, and personal injury with a limit of _______ dollars per occurrence and an annual aggregate of ________ dollars.

2. **Workers’ Compensation.** This policy shall cover CONSULTANT’s employees for injuries arising in connection with services provided under this Agreement. The amount will be sufficient to meet all applicable statutory requirements to cover CONSULTANT’s employees.

3. **Professional Liability.** This policy shall provide coverage for the CONSULTANT’s alleged professional errors and omissions in an amount not less than $__________ annual aggregate.

6.1.3 **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retention must be declared to and approved by SBCERA's Representative. At the option of SBCERA's Representative, either: the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to SBCERA, its officers, agents, employees, and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6.1.4 **Acceptability of Insurers.** Such insurance will be provided by insurer(s) rated not less than Best's Financial Class X and Best's Policy Holder Rating A- or otherwise approved in writing.
6.2. Indemnification; Acknowledgements. CONSULTANT shall indemnify, hold harmless and defend SBCERA, all present, future, and former members of the BOARD of SBCERA for actions during their term which coincides with the term of this Agreement, and all of its officers, employees, agents, members and beneficiaries from and against any and all liability, loss, costs, and expenses (including but not limited to attorneys’ fees), damages, demands, suits, proceedings, claims, and actions arising out of or in any way whatsoever related to or connected with the performance of services by CONSULTANT under this Agreement (including but not limited to CONSULTANT’s acts or omissions that are negligent, constitute bad faith, or willful misconduct, involve a breach by CONSULTANT of this Agreement, or a breach of CONSULTANT’s Standard of Care). If it is subsequently determined by a court of competent jurisdiction that SBCERA was not entitled to indemnification from CONSULTANT, SBCERA will reimburse CONSULTANT for all reasonable damages, costs, and expenses incurred in providing a defense and indemnification for SBCERA. For this indemnification to apply, SBCERA shall, no later than thirty (30) days after receipt of notice of commencement of any action, suit, proceeding, or receipt of a written demand or claim against SBCERA in respect of which indemnification may be owed, notify CONSULTANT in writing of the commencement of such action, suit, proceeding, demand, or claim, enclosing a copy of all papers served or provided. The foregoing notice requirement shall be deemed to have been satisfied if CONSULTANT shall have received notice of the commencement of such action, suit, or proceeding or claim from any source whatsoever within such thirty (30) day period. Notwithstanding the foregoing, the failure to give such notification shall not affect the indemnification to be provided hereunder except to the extent the CONSULTANT shall have been actually prejudiced as a result of such failure. In any such action, suit, proceeding, demand, or claim, CONSULTANT shall participate in and assume the defense thereof at its sole expense, with counsel reasonably satisfactory to SBCERA. More than one counsel shall be required to represent SBCERA or CONSULTANT if the parties reasonably believe there is a conflict of interest. SBCERA shall have the right, in its sole discretion, to participate in or lead any defense of a claim against SBCERA without waiving its right to indemnification including but not limited to attorneys’ fees.

ARTICLE 7
RECORDS

7.1 Record Retention and Inspection. CONSULTANT will furnish to SBCERA and its authorized representatives, on reasonable notice (which in no event need ever be more than five (5) business days) and during ordinary business hours, full access to those records maintained by CONSULTANT with respect to this Agreement. CONSULTANT will retain any and all records in its possession with respect to this Agreement for a minimum period of five (5) calendar years, or any longer period required by law, from the date the records were created. CONSULTANT will give SBCERA sixty (60) days' notice of its intent to dispose of any such records following the expiration of such retention period. SBCERA will have the right within such sixty (60)
days period to take possession of any and all such records. CONSULTANT will reasonably cooperate with SBCERA in the implementation of such change in possession. The provisions of this Section will survive termination of this Agreement for a period of five (5) years; provided that the obligation of the CONSULTANT to give SBCERA notice of its intention to dispose of records, permits SBCERA to take possession of records and the obligation of CONSULTANT to cooperate with SBCERA in such regard shall also survive the termination of this Agreement for a period of seven (7) years.

ARTICLE 8
GOVERNMENTAL PROVISIONS

8.1 Governing Law and Venue. This Agreement will be construed in accordance with and governed by the laws of the State of California. Should either party file a lawsuit over any matter arising out of this Agreement, said lawsuit will be filed and prosecuted in the Superior Court for the County of San Bernardino, State of California, and all parties hereto hereby consent to such venue and the personal jurisdiction of said court.

8.2 Assurance of Compliance with Civil Rights Laws. CONSULTANT hereby agrees and represents that it is an equal opportunity employer and has adopted policies to implement the purpose and provisions of the Civil Rights Act of 1964, 42 USC § 2000(e), et seq., to assure that no person is denied employment on the basis of race, creed, color, sex, or national origin in connection with its performance of this Agreement.

8.3 Affirmative Action. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8.4 Independent Contractor. CONSULTANT will at all times be acting in the capacity of independent contractor. This Agreement is not intended, and will not be construed, to create the relationship of agent, servant, employee, partner, joint venture, or association, as between SBCERA and CONSULTANT. CONSULTANT understands and agrees that all persons furnishing services to SBCERA pursuant to this Agreement are employees solely of CONSULTANT and not of SBCERA. CONSULTANT will bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person performing services to CONSULTANT for injuries arising from or connected with services provided to SBCERA pursuant to this Agreement. All services performed with respect to the work will be performed by CONSULTANT with its own forces, except with the written approval of SBCERA Representative. No performance of this Agreement or any portion thereof may be contracted by CONSULTANT without the express written consent of SBCERA Representative. CONSULTANT will be solely liable and responsible for any and all payments and other
compensation to any contractor, and SBCERA will have no direct liability to any contractor.

8.5 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 had a full opportunity to have this Agreement reviewed by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including, without limitation, California's 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.

ARTICLE 9
STANDARD OF CARE

CONSULTANT shall perform all services hereunder with the care, skill, diligence, and responsibility of a professional CONSULTANT familiar with such matters and acting in a like capacity in the conduct of an enterprise of like character and with like aims (herein, “Standard of Care”). The Standard of Care shall apply to all services CONSULTANT performs (or does not perform) as provided hereunder and shall be adhered to by CONSULTANT at all times. Notwithstanding any other provision in this Agreement, The Standard of Care is incorporated in and applies to each and every provision of this Agreement setting forth the services to be performed by CONSULTANT and each and every such provision is subject to the Standard of Care.

ARTICLE 10
MISCELLANEOUS

10.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

10.2 Successors and Assigns. Neither this Agreement nor CONSULTANT's rights or duties hereunder may be assigned, transferred, or delegated by CONSULTANT, including as a consequence of any merger, acquisition, or other corporate transaction, without the prior written consent of SBCERA, which may be withheld for any reason or no reason at all in the sole and absolute discretion of SBCERA.

10.3 Article and Paragraph Headings. The article and paragraph titles of this Agreement are inserted for convenience of reference. They constitute no part of this Agreement and are not to be considered in its construction.

10.4 Notices. Notices desired or required to be given hereunder to the effective will be in writing and will be deemed to have been given if made by hand delivery with signed receipt (or proof of service executed by an independent process server) or on the fourth (4th) business day after posting when mailed within the United States by first class registered or certified mail, postage prepaid, addressed to SBCERA and CONSULTANT at
their respective addresses designated below, or to such other person or at such other address. Notices shall be sent to SBCERA to:

San Bernardino County Employees' Retirement Association  
348 West Hospitality Lane, Third Floor  
San Bernardino, CA 92415-0014  
Attention: Chief Executive Officer

With a copy to:  
Attention: Barbara M.A. Hannah, Chief Counsel

Notices shall be sent to CONSULTANT addressed as follows:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Either party may change the address for notices upon written notice received by the other party.

10.5 **Validity.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

10.6 **Waiver.** No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. No waiver will be enforceable unless it is a written agreement executed by the party granting the waiver, making specific reference to this Agreement and reciting the parties' intention that it constitutes a waiver. Failure of either party to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

10.7 **Attorney Fees.** In the event of any litigation regarding this Agreement, the prevailing party as determined by the appropriate court shall be entitled to recover reasonable attorney's fees.

10.8 **CONSULTANTs and Managers.** CONSULTANT agrees to cooperate with such other CONSULTANTs, advisors, actuaries, consultants, managers, and others as SBCERA may retain from time to time to assist SBCERA.

10.9 **Merger.** This Agreement, and the Exhibits attached hereto, will constitute the complete and exclusive statement of understanding between the parties, superseding all previous agreements, written or oral, and all other previous communication between the parties relating to the subject matter of this Agreement.

10.10 **Changes and Amendments.** SBCERA and CONSULTANT reserve the right to amend any such terms and conditions of this Agreement which may become necessary. Any revisions hereto will be accomplished by written agreement executed by both of the parties making specific reference to this Agreement and reciting the parties' intention that it constitutes an amendment.
EXECUTED AND AGREED TO by the parties as of the date first written above by their duly authorized representatives:

CONSULTANT

SAN BERNARDINO COUNTY EMPLOYEES’ RETIREMENT ASSOCIATION

By: _____________________       By: _______________________
   Chief Executive Officer

CONTRACT APPROVED AS TO FORM AND LEGALITY:

By: ___________________________
   BARBARA M. A. HANNAH
   SBCERA Chief Counsel
Appendix C:
SBCERA Confidentiality Agreement
(Example)
VENDOR AND VISITOR CONFIDENTIALITY AGREEMENT
GOVERNING THE ACCESS AND USE OF
SBCERA’S CONFIDENTIAL INFORMATION

Instructions

This form is to be signed by a contractor or visitor to SBCERA who, in order to perform the desired service, must have access to private or confidential information or areas containing private or confidential information. The signed form must be filed along with any contract information for a period of no less than six (6) years from the last day of service provided by the contractor. Any questions regarding the use of this form should be directed to the contracting SBCERA Representative.
VENDOR AND VISITOR CONFIDENTIALITY AGREEMENT
GOVERNING THE ACCESS AND USE
OF SBCERA’S CONFIDENTIAL INFORMATION

I, ________________________________________________________________,

a representative of ____________________________________________________________,

have read and understand SBCERA’s Board Administration Policy 008: Privacy and Confidentiality Policy. I understand that, during my association with SBCERA, I may be exposed to the following kinds of information:

- Personal information (PI), which is non-public information identifiable to an individual
- SBCERA’s proprietary information

PI and SBCERA’s proprietary information are collectively referred to as “Confidential Information.” I further understand that all Confidential Information must be protected from improper use or disclosure.

In consideration of my compensation from SBCERA and of SBCERA’s permitting me access to the Confidential Information, I hereby warrant and agree that I will not at any time – either during my association with SBCERA or after my association ends – use, access or disclose any Confidential Information to any person or entity, internally or externally, except as is required and permitted in the course of my duties and responsibilities with SBCERA, as set forth in SBCERA’s Board Administration Policy 008: Privacy and Confidentiality Policy.

I understand this obligation extends to any Confidential Information that I may have acquired or may acquire during the course of my association with SBCERA, whether in oral, written or electronic form and regardless of (1) the manner in which access was obtained, (2) whether the Confidential Information came into my custody, possession, or knowledge, or was developed, compiled, prepared or used by me, before or after the date of this Agreement, and (3) whether the Confidential Information has been published or has become a part of the public domain, or has been put in my possession or knowledge by a third person not acting on behalf of SBCERA, or was in my possession or knowledge prior to my commencing work for SBCERA.

I understand and acknowledge my responsibility to apply SBCERA’s policies and procedures during the course of my association. I also understand that unauthorized use or disclosure of Confidential Information may result in disciplinary action, up to and including the termination of my association with SBCERA and the imposition of civil penalties and criminal penalties under applicable federal and state law, as well as professional disciplinary action as appropriate.

I understand that this obligation will survive the termination of my association with SBCERA, regardless of the reason for such termination, and that my obligations under this Agreement are in addition to, and not exclusive of, any and all of my other obligations and duties to SBCERA, whether express or implied, in fact or in law.

NAME _______________________________________ TITLE __________________________
COMPANY ____________________________________________________________________
ADDRESS ____________________________________________________________________
CITY ________________________________ STATE ____________ ZIP _________________

SIGNED _____________________________________________   DATE __________________