



Pension Administration System Consulting Services

Request for Proposal

March 2023

Imperial County Employees' Retirement System (ICERS)
1221 W. State Street
El Centro, CA 92243 USA
1-(442)-265-7550
<https://icers.imperialcounty.org/>

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Section 1: Introduction

The Imperial County Employees' Retirement System (ICERS) is requesting proposals from qualified firms interested in providing Pension Administration System (PAS) Consulting Services to evaluate ICERS' existing PAS and provide a recommendation to ICERS regarding whether ICERS should rebuild or replace the current PAS. The proposal should also include project management services associated with both the rebuild or replace options, including but not limited to contract negotiation on behalf of ICERS.

Those who wish to be considered must submit their completed proposal by **5:00 p.m., PDT, May 8, 2023**. Specific instructions for proposal submissions are contained in Section 7 of this RFP.

A Letter of Intent and Questions about this RFP must be submitted in writing by **5:00 pm, PDT, April 10, 2022** to Scott W. Jarvis, Retirement Administrator, by email at ScottJarvis@co.imperial.ca.us.

Section 2: Background

ICERS was established in 1951 under the provisions of the County Employees Retirement Law of 1937, and provides members with retirement, disability, death, and cost-of-living benefits. There are approximately 4,300 members served by ICERS, of which over 1,300 are retirees. ICERS is governed by a nine-member Board of Retirement ("Board") which has plenary authority and fiduciary responsibility for investment of moneys and administration of the retirement system. ICERS has eight employees and the Board appoints a Retirement Administrator who is responsible for the management of the agency. For additional information about ICERS, please refer to the ICERS website at <https://icers.imperialcounty.org/>.

ICERS receives IT support from the Imperial County ITS department under a contractual arrangement. JEA currently hosts PENFAX on its servers and provides program maintenance and support. While the County ITS Dept. does not directly provide services related to PENFAX, it does provide network administration and interfaces with PENFAX and ICERS on a regular basis.

Section 3: Scope of Services

The detailed scope of services for this engagement is outlined in the attached Exhibit "A" ("Scope of Services"). The primary objectives are to provide ICERS with: Pension Administration System Consulting Services

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

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

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

3. The firm shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions as requested in this RFP.
4. The initial term of the contract awarded pursuant to this RFP will be for a one-time period, with ICERS retaining the option to renew the contract.
5. All work under the contract awarded shall be performed and all equipment furnished or installed in accordance with applicable safety codes, ordinances, and other regulations, including the regulations of the State of California, Division of Industrial Safety and the provisions of the California Labor Code, the Occupational Safety and Health Act of 1970, the California Occupational Health and Safety Act.

Section 4: General Conditions

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

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

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

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

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

Quiet Period:

For the duration of the RFP process, ICERS staff and the Retirement Board will enter into a "quiet period" during which communications and meetings between interested parties and ICERS employees and Board members related to the subject matter of this RFP and any interested party's response to this RFP will be prohibited. This quiet period will continue until the review and hiring of a consulting firm is completed.

This quiet period enables ICERS to treat all respondents fairly during the RFP process and permit the unbiased review of responses. Conditions imposed during the quiet period are outlined below:

1. Interested parties are to refrain from face-to-face meetings or communications with ICERS' staff and Board members (communications include telephone conversations, letters and email) except as provided in Section IV(A) herein;
2. This quiet period remains in effect until the successful bidder enters into a contractual agreement with ICERS; and
3. Interested parties may meet with ICERS' staff or a Board member only if the meeting is limited to discussions that are not related to this RFP or any interested party's response to this RFP. ICERS' Administrator will be notified of such meetings and will maintain a log of all such meetings occurring during the quiet period for this RFP.

Nothing in this "quiet period" policy shall limit an interested party, who is currently engaged by ICERS as a service provider, from engaging in all meetings and communications with ICERS staff required to effectively conduct the Retirement System's business under the existing engagement.

If you have any questions regarding the quiet period conditions, please contact Scott Jarvis, Retirement Administrator, at (442) 265-7550. To facilitate this Policy, ICERS' staff will notify all Respondents of the beginning and end of the "quiet period." Any violation of this Policy by a Respondent will result in automatic removal of the Respondent's proposal from consideration.

Section 5: Point of Contact

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

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

Name:	Scott W. Jarvis
Title:	Retirement Administrator
Mail Address:	ICERS 1221 W. State Street El Centro, CA 92243
Phone:	(442) 265-7550
Email:	ScottJarvis@co.imperial.ca.us
ICERS Website:	https://icers.imperialcounty.org/
Status:	See the ICERS website for status of the RFP and announcements. These items can also be found here: https://icers.imperialcounty.org/request-for-proposal-PAS Consulting/

Section 6: Response to Request for Proposal

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

ICERS will accept electronic, paper, or both types of submissions. Proposals may be submitted electronically in Microsoft Word or Adobe Acrobat PDF format to the email address noted in Section 5. Submission may also be made by mailing a USB flash drive with the electronic files, or a paper copy to the mailing address noted in Section 5. If paper copies are submitted, Six (6) copies must be submitted.

RFP Schedule

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

Deliverable	Date	Time
Release of RFP	March 20, 2023	
RFP Letter of Intent and Written Questions Deadline	April 10, 2023	5:00 P.M. PDT

RFP Answers Posted	No later than April 17, 2023	
RFP Submission Deadline	May 8, 2023	5:00 P.M. PDT
ICERS Review of RFP Submissions	May 9 to May 22, 2023	
Selection of Finalists	May 23, 2023	
Interviews of Finalists with Ad Hoc Committee	June 5 to June 8, 2023	
Finalist Presentation to Board for Selection	June 21, 2023	
Estimated Contract Start Date	July 3, 2023	

Section 7: Minimum Qualifications

1. The proposer has at least three years of experience providing IT consulting services to assist public sector clients. A public sector client, for these purposes, must be a United States Federal, state, municipal, or other local government client; and
2. The proposer has conducted similar systems analysis work as detailed in this RFP, resulting in positive impacts for at least three other defined benefit public sector retirement systems with over 4,300 members; and
3. The proposer has provided related procurement services and/or oversight responsibilities for the project management and quality assurance of a PAS development for at least three other defined benefit public sector retirement systems with over 4,300 members.

Section 8: Proposal Requirements

Proposals must include the following information:

4. The "Proposal Cover Page and Check list", attached as Exhibit "B".
5. An executive summary that provides the respondent's background, experience, and other qualifications to provide the services included in the Scope of Services.
6. At least three (3) references for which the respondent has provided services similar to those included in the Scope of Services. Please include for each reference the individual point of contact, a summary of the work performed, and the length of time the respondent provided each service.
7. A description of the respondent including:
 - a. Brief history, including year the respondent firm was formed.
 - b. Ownership structure.
 - c. Office locations.
 - d. Organization chart.
 - e. Number of employees.
 - f. Annual revenues.
 - g. Respondent's specialties, strengths, and limitations.
8. The names and qualifications of fully trained and qualified staff that will be assigned to ICERS work, including a detailed profile of each person's background and relevant individual experience.

9. Tentative project plan including, but not limited to, the following:
 - a. Narrative scope of the project demonstrating an understanding of the RFP including specific activities, tasks, resources, and staffing
 - b. Include a set of facts, assumptions, rationales, and decisions
 - c. Indicate milestones, products and services to be delivered
 - d. Project management strategies, including problem identification and resolution
 - e. Resource management – input and resources to be provided by both Proposer and ICERS
 - f. Risk management strategies
 - g. Monitoring strategies
 - h. Reporting procedures
10. An estimated timeline that the proposer would realistically be able to meet in completing the project under either the rebuild or replace options outlined in the attached Scope of Services:
11. Copies of any pertinent licenses required to deliver respondent’s product or service (e.g., business license).
12. Provide an explanation of the pricing proposal for the scope of work including pricing of fees and costs, billing practices, and payment terms that would apply. ICERS does not place any limits on the approach to pricing and is open to presentation of more than one pricing alternative for the scope of work, or portions of it. This section of the response should include an explanation as to how the pricing approach(es) will be managed to provide the best value to ICERS. The respondent should represent that the pricing offered to ICERS is, and will remain, equivalent to or better than that provided to other public pension fund or institutional investor clients or should provide an explanation as to why this representation cannot be provided. All pricing proposals should be “best and final,” although ICERS reserves the right to negotiate on pricing. The respondent shall provide a not to exceed price for the performance of the actuarial audit scope of services, and should include incidental and travel costs to El Centro for the performance of the scope of work or required presentations to the Board, which will not be separately reimbursable.
13. Provide an explanation of all actual or potential conflicts of interest that the respondent may have in contracting with ICERS.
14. Provide a description of all past, pending, or threatened litigation, including malpractice claims, administrative, state ethics, disciplinary proceedings, and other claims against respondent and/or any of the individuals proposed to provide services to ICERS.
15. Provide any other information that the respondent deems relevant to ICERS’ selection process.

Section 9: Evaluation Criteria

Responses will be evaluated based upon the following:

1. Experience and reputation of the respondent.
2. Quality of the team proposed to provide services to ICERS, including staffing depth, experience, turnover, and compensation.
3. Pricing and value.
4. The organization, completeness, and quality of the proposal.
5. Information provided by references.
6. Other factors ICERS determines to be relevant.

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

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

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

Section 10: Non-Discrimination Requirement

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

Section 11: Notice Regarding the California Public Records Act and the Brown Act

The information submitted in response to this RFP will be subject to public disclosure pursuant to the California Public Records Act (California Government Code Section 6250, et. seq., the "Act"). The Act provides generally that all records relating to a public agency's business are open to public inspection and copying unless specifically exempted under one of several exemptions set forth in the Act. If a respondent believes any portion of its proposal is exempt from public disclosure or discussion under the Act, the respondent must provide a full explanation and mark such portion "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY," and make it readily separable from the balance of the response. Proposals marked "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY" in their entirety will not be honored, and ICERS will not deny public disclosure of all or any portion of proposals so marked.

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

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

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

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

Section 12: Contract Negotiations

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

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

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

Section 13: Reservations by ICERS

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

1. Cancel or modify this RFP, in whole or in part, at any time.
2. Make such investigation as it deems necessary to determine the respondent's ability to furnish the required services, and the respondent agrees to furnish all such information for this purpose as ICERS may request.
3. Reject the proposal of any respondent who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a timely manner, or for any other reason in ICERS' sole discretion.
4. Waive irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award.
5. Award a contract, if at all, to the firm which will provide the best match to the requirements of the RFP and the service needs of ICERS in ICERS' sole discretion, which may not be the proposal offering the lowest fees.
6. Request additional documentation or information from respondents, which may vary by respondent. ICERS may ask questions of any respondent to seek clarification of a proposal or to ensure the respondent understands the scope of the work or other terms of the RFP.
7. Reject any or all proposals submitted in response to this RFP.
8. Choose to not enter into an agreement with any of the respondents to this RFP or negotiate for the services described in this RFP with a party that did not submit a proposal.
9. Determine the extent, without limitation, to which the services of a successful respondent are or are not actually utilized.
10. Defer selection of a bidder to a time of ICERS' choosing.
11. Consider information about a respondent other than, and in addition to, that submitted by the respondent.

Exhibit A
Scope of Services

ICERS seeks to hire a consultant experienced in defined benefit and public pension plan administration to:

1. Develop requirements for updated/new Pension Administration System (PAS).

The Proposer will facilitate the collection of technical and functional requirements for the new system(s) based on the business needs of each functional area as well as the organization as a whole. Recommendations for augmenting functionality and changing business practices to align with standard industry practices is also required.

2. Evaluate Current System

The Proposer will facilitate an evaluation of ICERS' current environment to identify existing functionality and unique and/or critical processes that should be considered when upgrading/rebuilding the existing PAS. Systems to be evaluated:

- a. Pension software
- b. Document Imaging/integration
- c. Network assessment to determine on-site versus cloud solutions

3. Recommend relative to PENFAX:

- a. **Rebuild** – Major upgrade to PENFAX for long term use.
- b. **Replace** – As an alternative to upgrading/rebuilding PENFAX – if warranted by the consultant's evaluation – recommend a Commercial-Off-The-Shelf (COTS) replacement of PENFAX.

4. Rebuild - If the consultant's recommendation is to Rebuild PENFAX and ICERS decides to pursue that option:

- a. Assist ICERS in negotiating rebuild contract with JEA.
- b. Provide project management oversight/quality assurance support services for rebuilding/upgrading the PENFAX PAS. The Proposer will assist in reviewing, facilitating, and guiding the project tasks associated with requirements definition, design, development, testing, and training and implementation activities to ensure that the upgraded system satisfies all project requirements and is completed on time and on budget.

Provide a full-time project manager and key personnel to work on-site (COVID appropriate) to respond to ICERS needs, questions, and/or issues. The project manager must remain assigned to this project throughout its completion. In the event that the proposer must assign new staff due to death or termination, ICERS reserves the right to approve any suggested changes in personnel assigned to the project. ICERS also reserves the right to request personnel changes at its discretion. Replacement personnel must have similar levels of relevant experience and overall work experience as the individual being replaced.

Develop a Project Work Plan/Control Document and provide continuous, on-site (COVID appropriate) management. The Project Work Plan/Control Document shall provide a detailed project plan including task and deliverable descriptions. The Project Work Plan/Control Document shall be updated weekly as new tasks are defined, tasks are completed, or task due dates are missed. All such tasks shall be included and highlighted for the weekly briefings and in the weekly written status reports.

Provide weekly oral project status reports to stakeholders and shall submit weekly written status reports that will include:

- Activities completed in the previous week
- Planned activities for the next week

- Variance from Work Plan, reasons for such variances and “corrective” actions taken or proposed to ensure adherence to the overall project schedule
 - Modifications to the Work Plan
 - Issues and potential future issues of concern
 - Project risks and associated risk mitigation measures
- c. Assist ICERS in assessing the IT staffing and resources needed to support the conversion to a new PENFAX PAS.
5. **Replace** - If the consultant’s recommendation is to Replace PENFAX and ICERS decides to pursue that option:
- a. Write RFP and facilitate selection of proposer. The Proposer will utilize the requirements for updated/new PAS, as outlined in Item 1 above, to develop an RFP in cooperation with ICERS that includes, but is not limited to, a description of the PAS project and its scope and requirements, as well as objective and quantitative evaluation criteria.
- The Proposer will review proposals in collaboration with ICERS and will develop proposal comparison and scoring methodologies. Additionally, the Proposer will provide recommendations of the proposed solutions as well as the experience, knowledge, and capabilities of Proposers.
- b. Assist in the resulting RFP process to select a firm to provide such a COTS.
- c. Assist ICERS in negotiating contract with COTS vendor.
- d. Provide project management oversight/quality assurance support services for implementation of a new PAS, similar in scope to those of “rebuild” option.
- e. Assist ICERS in assessing the IT staffing and resources needed to support the conversion to a new PAS.

Exhibit B

PROPOSAL COVER PAGE AND CHECK LIST (TO BE SUBMITTED IN FIRM'S LETTERHEAD)

Respondent Name:

Respondent Address:

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

Respondent specifically acknowledges the following:

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

Exhibit C
IMPERIAL COUNTY EMPLOYEES' RETIREMENT SYSTEM
AGREEMENT FOR SERVICES

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

1. PURPOSE.

1.1 Project.

Contractor desires to perform and assume responsibility for the provision of certain services required by ICERS on the terms and conditions set forth in this Agreement and ICERS desires to engage Contractor to render such services for **Pension Administration System (PAS) Consulting Services** as set forth in this Agreement and its attached exhibits.

2. TERMS.

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

2.2 Term. The term of this Agreement shall commence upon the Effective Date and will continue for twelve (12) months or the completion of the services, whichever comes first, from the Effective Date ("Initial Term"), unless earlier terminated as provided herein. The Parties may, by mutual written agreement, extend the Initial Term for up to three (3) additional twelve (12) month periods. In no event shall the total term of the Agreement exceed forty-eight (48) 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 ICERS monthly itemized invoices as required by Exhibit B, "Fee Schedule." ICERS shall pay all approved charges within net thirty (30) days of receiving such invoice.

2.3.3 Extra Work. At any time during the term of this Agreement, ICERS may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by ICERS to be necessary for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization by ICERS. Extra Work, if authorized, will be compensated at the rates and manner set forth in this Agreement.

2.4 Responsibilities of Contractor.

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

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

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

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

2.4.5 Substitution of Key Personnel. Contractor has represented to ICERS that certain key personnel will perform and coordinate the Services under this Agreement ("Key Personnel"). The Key Personnel assigned to this Agreement are identified in the attached **Exhibit "C"** ("Key Personnel"). Key Personnel will be available to perform Services under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement. Should one or more of such Key Personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of ICERS.

Contractor shall provide ICERS written notification detailing the circumstances of the unavailability of the Key Personnel and designating replacement personnel prior to the effective date of the unavailability of such Key Personnel, to the maximum extent feasible, but no later than five (5) business days after the date of the Key Personnel's unavailability. ICERS will have the right to approve or disapprove the reassignment or substitution of Contractor Key Personnel for any reason at ICERS' sole discretion. In the event that ICERS and Contractor cannot agree as to the substitution of Key Personnel, ICERS will be entitled to terminate this Agreement for cause.

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

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

2.4.8 Labor Code Provisions.

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

(b) Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the DIR. Contractor shall maintain registration for the

duration of this Agreement and require the same of any subcontractors. The Services may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

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

2.4.9 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of ICERS during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

2.5 Representatives of the Parties.

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

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

2.6 Indemnification

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

Contractor shall immediately defend, with legal counsel reasonably agreed to by ICERS and at Contractor's own cost, expense, and risk, any Indemnity Claims; excluding, however, such claims arising from ICERS' 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 ICERS. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against ICERS or its Board members, officials, officers, employees, volunteers, and agents as part of any Indemnity Claim(s). Contractor shall also reimburse ICERS for the cost of any settlement paid by ICERS or its Board members, officials, officers, employees, agents, or volunteers as part of any Indemnity Claim. Such reimbursement shall include payment for ICERS' attorneys' fees and costs, including expert witness fees. Contractor's obligation to defend and indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by ICERS, its Board, officials, officers, employees, agents, or volunteers.

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

2.7 Insurance

2.7.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to ICERS 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 ICERS that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the ICERS to terminate this Agreement for cause.

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

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

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

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

(d) Professional Liability. Contractor shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following the termination or expiration of this Agreement, errors and omissions liability insurance appropriate to their profession covering Contractor's wrongful acts, negligent actions, errors, or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Contractor shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than two million dollars (\$2,000,000) per claim.

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

(f) Cyber Insurance. Contractor shall procure and maintain, and require its subcontractors to procure and maintain during the term of this Agreement Cyber Security insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate.

(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 ICERS (if agreed to in a written contract or agreement) before ICERS'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 ICERS, its Board, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to ICERS, its Board, officials, officers, employees, agents, and volunteers.

2.7.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) ICERS, its Board, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such

work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the ICERS, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by ICERS, its Board members, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Contractor or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ICERS, Attention: Scott Jarvis, Retirement Administrator: ScottJarvis@co.imperial.ca.us

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

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

2.7.4 Reporting of Claims. Contractor shall report to ICERS, 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. ICERS may, by written notice to Contractor, terminate the whole or any part of this Agreement without liability to ICERS 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 ICERS' satisfaction, and Contractor shall be entitled to no further compensation.

2.9 Ownership of Materials and Confidentiality.

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

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

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

- (a) To maintain Customer Data in confidence;
- (b) Not to use Customer Data other than in the course of this agreement;
- (c) Not to disclose or release Customer Data except on a need-to-know only basis;

(d) Not to disclose or release Customer Data to any third person without the prior written consent of ICERS, except for authorized employees or agents of Contractor;

(e) To promptly notify ICERS 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 ICERS;

(g) Upon request by ICERS and upon the termination or expiration of this Agreement for any reason, Contractor shall promptly return to ICERS 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 ICERS that such Customer Data has been returned to ICERS or disposed of securely; and

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

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

2.9.5 Publicity. Contractor shall not use ICERS' name or insignia, photographs of ICERS 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 ICERS.

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 ICERS. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Contractor will be solely responsible for the payment of all subcontractors and other third parties engaged by or through Contractor to provide, perform, or assist in the provision and delivery of the Services.

3. General Provisions.

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

ICERS:

Contractor:

Imperial County Employees' Retirement System
1221 West State Street
El Centro, CA 92243
Attention: Scott Jarvis
e-mail: ScottJarvis@co.imperial.ca.us

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Amendments to this Agreement entered into pursuant to Section 3.1.7 herein.
- (b) This Agreement.
- (c) Exhibit A: Scope of Services, Exhibit B: Fee Schedule, and Exhibit C: Key Personnel.
- (d) ICERS Request for Proposal dated March, 2023, attached as Exhibit "D".
- (e) Contractor's Response to ICERS 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:

ICERS

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ICERS

By: _____

Name: _____

Title: _____

EXHIBIT A
SCOPE OF SERVICES

ICERS seeks to hire a consultant experienced in defined benefit and public pension plan administration to:

1. Develop requirements for updated/new PAS system.

The Proposer will facilitate the collection of technical and functional requirements for the new system(s) based on the business needs of each functional area as well as the organization as a whole. Recommendations for augmenting functionality and changing business practices to align with standard industry practices is also required.

2. Evaluate Current System

The Proposer will facilitate an evaluation of ICERS' current environment to identify existing functionality and unique and/or critical processes that should be considered when upgrading/rebuilding the existing PAS. Systems to be evaluated:

- a. Pension software
- b. Document Imaging/integration
- c. Network assessment to determine on-site versus cloud solutions

3. Recommend relative to PENFAX:

- a. **Rebuild** – Major upgrade to PENFAX for long term use.
- b. **Replace** – As an alternative to upgrading/rebuilding PENFAX – if warranted by the consultant's evaluation – recommend a COTS replacement of PENFAX.

4. Rebuild - If the consultant's recommendation is to Rebuild PENFAX and ICERS decides to pursue that option:

- a. Assist ICERS in negotiating rebuild contract with JEA.
- b. Provide project management oversight/quality assurance support services for rebuilding/upgrading the PENFAX PAS. The Proposer will assist in reviewing, facilitating, and guiding the project tasks associated with requirements definition, design, development, testing, and training and implementation activities to ensure that the upgraded system satisfies all project requirements and is completed on time and on budget.

Provide a full-time project manager and key personnel to work on-site (COVID appropriate) to respond to ICERS needs, questions, and/or issues. The project manager must remain assigned to this project throughout its completion. In the event that the proposer must assign new staff due to death or termination, ICERS reserves the right to approve any suggested changes in personnel assigned to the project. ICERS also reserves the right to request personnel changes at its discretion. Replacement personnel must have similar levels of relevant experience and overall work experience as the individual being replaced.

Develop a Project Work Plan/Control Document and provide continuous, on-site (COVID appropriate) management. The Project Work Plan/Control Document shall provide a detailed project plan including task and deliverable descriptions. The Project Work Plan/Control Document shall be updated weekly as new tasks are defined, tasks are completed, or task due dates are missed. All such tasks shall be included and highlighted for the weekly briefings and in the weekly written status reports.

Provide weekly oral project status reports to stakeholders and shall submit weekly written status reports that will include:

- Activities completed in the previous week
- Planned activities for the next week
- Variance from Work Plan, reasons for such variances and “corrective” actions taken or proposed to ensure adherence to the overall project schedule
- Modifications to the Work Plan
- Issues and potential future issues of concern
- Project risks and associated risk mitigation measures

c. Assist ICERS in assessing the IT staffing and resources needed to support the conversion to a new PENFAX PAS.

5. **Replace** - If the consultant’s recommendation is to Replace PENFAX and ICERS decides to pursue that option:

a. Write RFP and facilitate selection of proposer. The Proposer will utilize the requirements for an updated/new PAS, as outlined in Item 1 above, and develop an RFP in cooperation with ICERS that includes, but is not limited to, a description of the PAS project and its scope and requirements, as well as objective and quantitative evaluation criteria.

The Proposer will review proposals in collaboration with ICERS and will develop proposal comparison and scoring methodologies. Additionally, the Proposer will provide recommendations of the proposed solutions as well as the experience, knowledge, and capabilities of Proposers.

b. Assist in the resulting RFP process to select a firm to provide such a COTS.

c. Assist ICERS in negotiating contract with COTS vendor.

d. Provide project management oversight/quality assurance support services for implementation of a new PAS, similar in scope to those of “rebuild” option.

e. Assist ICERS in assessing the IT staffing and resources needed to support the conversion to a new PAS.

**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. ICERS will pay the following fees in accordance with the provisions of this Agreement:

- XXXX
- *The total compensation shall not exceed XXX Dollars (\$XXX.00) without written approval by ICERS.*
- *[provision for expense reimbursement]*

2. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to ICERS unless otherwise directed in this Agreement. Payment by ICERS will be net thirty (30) days after receipt and approval of an invoice in a format acceptable to ICERS.

3. **Payment – Invoicing Instructions:** Contractor will provide an invoice on the Contractor’s letterhead for services rendered under this Agreement. Each invoice will have a number and will include the following information:

- a. Contractor’s name and address
- b. Contractor’s remittance address, if different from item #1 above
- c. Contractor’s Taxpayer ID Number
- d. Name of ICERS Agency/Department
- e. Delivery/service address
- f. Agreement number
- g. Agency/Department’s Account Number
- h. Date of invoice
- i. Description and price of services provided
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

Imperial County Employees’ Retirement System
1221 West State Street
El Centro, CA 92243
Attention: Scott Jarvis
Email: ScottJarvis@co.imperial.ca.us

**EXHIBIT C
KEY PERSONNEL**

C-1

Exhibit D
Request for Proposal

D-1

Exhibit E
Response to Request for Proposal