



REQUEST FOR PROPOSAL

TECHNOLOGY MODERNIZATION PROJECT MANAGER

Proposals must be submitted to:

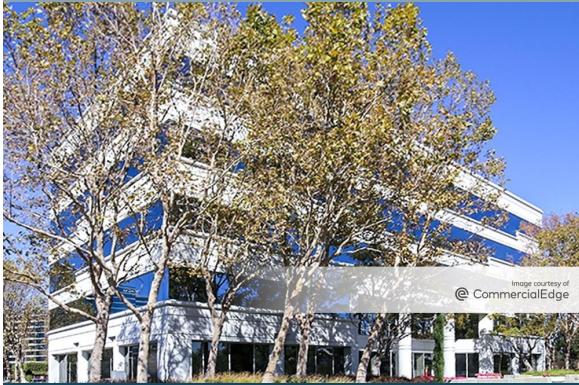
San Mateo County Employees' Retirement Association

100 Marine Parkway, Suite 125

Redwood City, CA 94065

Attention: Diane Webster, Retirement Technology Officer

Submissions must be made by 5:00 p.m. (Pacific Time) on April 24, 2025



Proposal due date: April 24, 2025
5:00 p.m., Pacific Time

- Proposals must be submitted both electronically and by mail
- Electronic submissions should be emailed to:
proposals@samcera.org
- Six hard copies should be mailed to:

SamCERA
100 Marine Parkway, Suite 125
Redwood City, CA 94065

ATTN: Diane Webster
Retirement Technology Officer

	Page
I. INTRODUCTION, VISION & MISSION	1
II. BACKGROUND INFORMATION ABOUT SAMCERA AND ITS CURRENT TECHNOLOGY	2
III. SCOPE OF WORK AND SPECIFICATIONS	3
IV. GENERAL CONDITIONS OF SUBMISSION	4
V. PROPOSAL CONTENTS	5
VI. PROPOSAL PROCESS	10
VII. PROPOSAL SELECTION PROCESS AND EVALUATION	11

EXHIBITS

EXHIBIT A - LIST OF SERVICES	13
EXHIBIT B - SAMCERA ORGANIZATIONAL CHART	22
EXHIBIT C - SAMPLE CONTRACT	24

I. INTRODUCTION

San Mateo County Employees' Retirement Association ('SamCERA'), a public pension system, administers a defined benefit pension plan with net assets of \$6.7 billion. SamCERA issues this Request for Proposal (RFP) to solicit proposals from qualified project management firm to help SamCERA undertake a comprehensive system-wide project to overhaul and update its current pension administration software system and document management system.

SamCERA welcomes proposals to assist SamCERA in this project from all qualified individuals or organizations that have demonstrated excellent information technology project management consulting experience with public pension systems. The project will include the following task areas:

- Project Management
- Business Process Reengineering
- Data Cleansing for Pension System Database
- Pension Administration Software System (PASS)
- Automation Solutions to Streamline Manual Workflows
- Cybersecurity
- IT Controls and Audit Strategy
- Status Reporting

The selected consultant(s) will assist SamCERA by advising, facilitating, monitoring and guiding the project from start to finish to ensure that these new systems and processes satisfy SamCERA's requirements and that the project is completed on time and within budget. It is anticipated that the planning phase of the project will commence in July 2025 and the project will be completed by June 2028.

Qualified Proposers should submit an electronic copy of their proposal by e-mail to proposals@samcera.org (Attn: Diane Webster) as well as mail or hand deliver six (6) hard copies to:

SamCERA
100 Marine Parkway, Suite 125
Redwood City, CA 94065
Attn: Diane Webster, Retirement Technology Officer

The proposal deadline is April 24, 2025 by 5:00 p.m. (Pacific Time).

Vision

To have a modern and integrated technology system in which all technology and people work together seamlessly to better serve SamCERA members and other stakeholders.

Mission

SamCERA aims to enhance its current business processes, both human and electronic, by improving and integrating them into the new systems outlined in, but not limited to, this project. As part of the preparation for a new Pension Administration Software System (PASS), SamCERA will need to cleanse the existing data. After nearly 10 years, the current PASS no longer fully aligns with SamCERA's needs and requirement. To improve access to member, staff, and documents, and to strengthen business continuity in the event of a disaster, SamCERA, plans to better organize electronic content to reduce duplication of work and minimize the time required to locate relevant information. Additionally, SamCERA seeks to leverage Robotic Process Automation (RPA) or similar to streamline existing manual processes, increasing efficiency and reducing operational overhead.



II. BACKGROUND INFORMATION ABOUT SAMCERA AND ITS CURRENT TECHNOLOGY

SamCERA was founded in 1944 by the San Mateo County Board of Supervisors to provide retirement, disability and death benefits to its employees. SamCERA now administers these benefits for all permanent employees of the County of San Mateo, the San Mateo County Superior Court and the San Mateo County Mosquito and Vector Control District. It is a defined benefit retirement system administered pursuant to the provisions of the County Employees Retirement Law of 1937 (CERL) contained in Government Code sections 31450 et. seq. and the Public Employees' Pension Reform Act ("PEPRA") set forth at Government Code sections 7522 et seq.

At present there are approximately 8,570 active and deferred members and 6,095 retired members and beneficiaries of SamCERA. Members of SamCERA are classified as either General or Safety. SamCERA administers 21 retirement tiers, each with slightly different benefits and required contributions. The types of benefits provided to members are service retirement, disability retirement (both service and non-service connected), death benefits, and survivor's benefits.

SamCERA is governed by the Board of Retirement which has nine members and two alternates. SamCERA employs 23 full-time employees. Three are in the Information Technology Division (the Retirement Technology Officer and two Technology Engineers); the executive secretary, the communications specialist, and the rest are divided between the benefits staff (6) finance staff (4), investments staff (2) and 6 other managers (CEO, AEO, CIO, FO, Chief Legal Counsel, and Benefits Manager). SamCERA's organizational chart is attached to this RFP. Additional information about SamCERA can be found at www.samcera.org.

SamCERA's current technology environment features a fully virtualized server infrastructure powered by VMware technologies. The server environment includes Windows Server 2016, Linux, and Microsoft Active Directory as the primary directory service. The County supports the M365 platform, network infrastructure, and Avaya Phone System, all of which are utilized by SamCERA. Staff are provided with laptops, primarily running Windows 11, with a few using macOS 15 Sequoia. The Pension Administration Software System in use is V3 version 10.6.9 by Vitech, operating on a Java/Oracle platform.

III. SCOPE OF WORK AND SPECIFICATIONS

A. Service

The requested project management services are described in detail in Exhibit A. Proposers are encouraged to suggest additional services with a discussion of the reasons for these other services.

B. Office Space and Support

Office space and telephones may be provided for the successful Proposer to perform all work. SamCERA IT staff will provide access to the SamCERA guest network. Successful Proposer must provide its own laptops and any other required communication devices not mentioned.

C. Contract Form and Specifications

The purpose of the attached sample agreement is to indicate the type of agreement contemplated and to set forth some of the general provisions. SamCERA anticipates including in the final agreement. In submitting a proposal, the Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection, sets forth the basis for the objection, and provides substitute language to make the clause acceptable to the Proposer. Such objections and substitute language must be submitted no later than the deadline for the proposal.

D. Contract Term

It is anticipated that the term of the agreement with the successful Proposer will be three years and is scheduled to begin in June of 2025.

IV. GENERAL CONDITIONS OF SUBMISSION

- A. All proposals submitted become the property of SamCERA. Should a Proposer wish to withdraw its proposal, a written letter stating so must be received by SamCERA.
- B. There is no expressed or implied obligation for SamCERA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Costs for developing proposals are entirely the responsibility of the Proposer and will not be chargeable to or reimbursable by SamCERA.
- C. All proposals submitted in response to this RFP shall become the exclusive property of SamCERA and shall be subject to public disclosure pursuant to the California Public Records Act (Cal. Govt. Code Section 6250 et. Seq.).
- D. Although there may be specific exceptions to the Public Records Act. In the event SamCERA receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the organization whose proposal has been requested to assert any right of the confidentiality that may exist. SamCERA will not make the assertion on behalf of the Proposer. Absent a judicial determination that the documents are exempt from disclosure, they will be produced for inspection in response to such a request.
- E. Submission of a proposal constitutes a complete waiver of any claims whatsoever against SamCERA and/or agents, officers or employees, that SamCERA has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.
- F. All proposals must remain valid for a period of not less than 120 days from the submission. This includes pricing as well as nominated engagement staff.
- G. SamCERA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
- H. SamCERA, in its sole discretion, may enter into contracts with multiple providers.
- I. SamCERA reserves the right to contact current and former clients of the Proposer for information at any time during the proposal process.

- J. SamCERA reserves the right to accept or reject any or all proposals and may waive any requirements of this Request for Proposal if it deems it in the best interests of SamCERA.
- K. SamCERA reserves the right to contact individual Proposers for clarifying information at any time during the proposal process.
- L. SamCERA may modify the RFP prior to the fixed date for submission of proposals by issuance of an addendum.

V. PROPOSAL CONTENTS

- A. Proposers should adhere to the format set forth below. Each of the required sections identified must be addressed and must be specifically labeled. The content and sequence of the proposal will be as follows:

Section	Title
1	Cover Letter
2	Organizational Background
3	Experience In Providing Similar Services
4	Administrative Structure and Staffing
5	Services
6	Additional Helpful Information
7	Other Commitments
8	Assistance from SamCERA
9	Cost
10	References
11	Comments on Contract Form and Specification

Items 1 through 11 below contain brief descriptions of material that should be included in this proposal.

1. **Cover Letter.** Proposer shall identify its name and/or the name of the organization that will be providing the services offered in the proposal. The name, address, telephone number and email address of a principal contact for information regarding the proposal shall be supplied.
2. **Organizational Background.** Describe the Proposer and whether it is an individual or solely owned business, corporation, etc.
3. **Experience In Providing Similar Services.** Describe the organization's history, and services it provides; administrative structure; and experience in providing similar services. With the history, include length of time in business, and any experience consulting on similar system-wide technology projects, work with public pension systems, the size and complexity of those pension systems, experience presenting findings and recommendations at both a technical and executive level.
4. **Administrative Structure and Staffing** Attach an organizational chart. Identify the individual who will be designated as the project lead who will provide the services listed below and provide a detailed list of their experience and qualifications (include any PMP

Certification or Bachelor's degree in related field such as Project Management, Business Management, IT or CS). Describe key staff that will support the designated lead and what their roles and duties will be and list their qualifications and experience. Describe how this project will fit into your overall organization.

5. **Services.** Address how Proposer would provide the services listed below (as set forth in greater detail in Exhibit A). In the discussion, estimate the amount of Proposer staff time for each of the service areas. Proposers are encouraged to also include additional services with a discussion of the reason for these other services. Along with the proposal, Proposers should submit an example project plan to create a Pension Administration Software System (PASS) Request for Proposals (RFP) and an example PASS RFP.

Please describe any additional projects and/or tasks that you might anticipate and would see as beneficial to SamCERA. Please also make recommendations based on the services requested below, (as set forth in greater detail in Exhibit A), and whether such services should be pursued or not.

a. **Project Management:** Assist and coordinate with SamCERA in planning, design and implementation of phases for all aspects of the project. Services that will promote cost control; design, functionality and integration are of utmost importance. Describe how Proposer will provide project planning, coordination, monitoring, and quality assurance, as needed throughout all project phases, and assist with creation and implementation of transition plans for new systems, and coordinate its effort for each project phase with SamCERA's Retirement Technology Officer.

Activities will include, but not be limited to: attend project meetings with SamCERA staff and contractors; and provide contractor oversight during the project to ensure the interests of SamCERA are included in all project activities. This includes reviews of schedules and testing plans; provide creative problem solving and cost-effective solutions; and assist with the creation and maintenance of a thorough record keeping system for all documents relating to the project. Provide timely updates to include verbal briefings and formal written reports. These reports should include complete financial accounting of project costs, with particular attention to any potential project cost overruns, cost savings, and/or contractor scheduling conflicts. At project phase completion, tasks will include assisting SamCERA with a plan to test all software and systems.

b. **Business Process Reengineering:** Services including but not limited to Business Process Modeling and Mapping, Business Process Reengineering and Improvement; services to increase SamCERA's efficiencies and effectiveness, minimize human-driven processes and maximize computerized systems including the new Pension Administration Software System. Proposer will document current human and electronic processes and workflows to improve existing processes and/or reengineer to make the best use of existing and new systems.

c. **Data Cleansing:** The contractor will be managing the data cleansing process for SamCERA's pension system database. This includes creating comprehensive Business and Technical Requirements, developing evaluation criteria and methodologies, and overseeing the data cleansing effort. They will ensure that data cleansing activities align seamlessly with the new Pension Administration Software System implementation, maintaining data integrity and consistency throughout.

d. **Pension Administration Software System (PASS)** For the PASS RFP: create Business and Technical Requirements, evaluation criteria and methodology; assist in RFP process; recommend and review contract details with SamCERA for selected provider; provide project monitoring, quality assurance, and oversight project management as agreed on by contract throughout all phases of the PASS project.

- e. **Automation Solutions:** The contractor will assess current workflows, focusing on those reliant on manual processes, to identify high-impact areas for automation. An automation strategy will be developed, selecting tools that integrate seamlessly with the new Pension Administration Software System. Initial pilot implementations will be conducted, followed by full-scale deployment and role-specific training. Ultimately, these solutions aim to improve operational efficiency, enhance data accuracy, and accelerate service delivery, resulting in a more responsive and efficient framework for SamCERA.
 - f. **Cybersecurity:** SamCERA is aligning its security practices with the NIST Cybersecurity Framework and CIS Controls and best practices consistent with obtaining cybersecurity insurance. The consultant will serve a review and advisory capacity, evaluating whether existing and planned controls meet security objectives. They will provide observations, recommendations, and collaborate with management to support ongoing remediation efforts.
 - g. **IT Controls and Audit Strategy:** To enhance IT governance, an audit policy and procedures for IT general controls will be developed with SamCERA Internal Audit, management, and external auditors. A risk controls matrix will identify and mitigate IT Controls risks, while an audit program will assess control effectiveness in security, IT operations, and software management. Additionally, support will be provided for the Internal Audit IT risk assessment, informing a multi- year audit plan to address key IT risks and ensure alignment with organizational priorities.
 - h. **Status Reporting Requirements:** Provide reports to SamCERA's Retirement Technology Officer (RTO) during the project work as follows:
 - Weekly written reports which must include information on work completed, work planned for the following week, any preliminary findings, and any issues to be addressed; at scheduled deadline dates for the identified deliverables or at other times as needed at the discretion of SamCERA's RTO
 - Oral and written updates to the Board of Retirement at intervals during the project as determined by the SamCERA RTO and as agreed on by contract.
6. **Additional Helpful Information** Provide any other information about the organization which may be helpful to SamCERA in understanding why the organization should be selected as the Contractor.
 7. **Other Commitments.** List all other existing commitments of the Proposer and proposed project personnel, and other commitments that will or may occur during the contract period. Also describe any issues or commitments that may impact the ability to perform this contract.
 8. **Assistance from SamCERA** Describe the anticipated staff support that Proposer will need from SamCERA to provide the requested project management services.

9. **Cost.** Please list:

- a. The rate per hour of the designated Project Lead identified in your response to Exhibit A.
- b. The rate per hour of all key staff that will support the designated Lead who are identified in your response to Exhibit A.
- c. Expenses that Proposer anticipates incurring performing the requested services.
- d. Estimated total charges for the services that will be incurred during the term of this contract. Explain how this estimate was determined.
- e. Any proposed billing structure that Proposer would be amendable to, such as, but not limited to hourly or monthly flat rate.
- f. It is expected that Proposer will be willing to guarantee its fees for at least the duration of the project. If Proposer is unwilling to do so, please set forth the duration for which fees would be valid or the proposed maximum increase during the term of the project.

10. **References.** Please list a minimum of five (5) references recently familiar with the quality and reliability of the Proposer's work. Include the name of the organization, contact person, title, mailing address, email address, and phone number for each reference.

11. **Contract Form and Specifications.** Per III. C of this RFP, provide any comments and/or objections to the sample contract attached to this RFP.

B. Proposal Format

1. Proposals must be submitted in paper format.
 - a. All proposals should be typewritten; have consecutively numbered pages; include any exhibits, charts, or other attachments; and be securely bound. No facsimiled or telephone proposals will be accepted.
 - b. The proposal must be signed by the person authorized to submit the RFP. An unsigned proposal may be rejected.

- c. Submit one (1) original and six (6) copies of the complete proposal and email an electronic copy.
- d. Submit the original proposal and all copies in a sealed package clearly indicating the title of this RFP in the upper left hand corner. Include name and address of the Proposer.

Proposals must be received by **April 24, 2025, by 5:00 pm (PST)**

Address or deliver proposals to:
 Diane Webster
 Retirement Technology Officer
 100 Marine Parkway, Suite 125
 Redwood Shores, CA 94065
proposals@samcera.org

VI. PROPOSAL PROCESS

A. Schedule of Events

EVENT	DATE
Release of RFP	March 27, 2025
Deadline for Written Questions	April 10, 2025
Release Responses to Written Questions	April 17, 2025
Proposal Due Date and Time	April, 24, 2025 by 5:00 pm (Pacific Time)
Proposer Presentations	To Be Determined
Announcement of Recommendation & Beginning of Contract Negotiations	May 19, 2025
Conclusion of Contract Negotiations	May 19, 2025 by 5:00 pm (Pacific Time)
Last Date to Submit Protest	May 28, 2025 by 5:00 pm (Pacific Time)
Contract Negotiations and Approval	June 3, 2025
Anticipated Contract Start Date	July 7, 2025

B. Submittal of Questions

Proposers requiring clarification of the intent or content of this RFP, or of the competitive proposal process, may request clarification by submitting written questions no later than April 10, 2025.

All questions must be in writing and sent via email to proposals@samcera, attn: Diane Webster. Verbal questions will not be answered. SamCERA will post a list of all Proposer questions and SamCERA responses on the SamCERA website in accordance with the schedule .

Other than what is set forth in this RFP, Proposers are specifically precluded from contacting SamCERA staff regarding this RFP, until a contract has been entered into with the successful Proposer.

VII. PROPOSAL SELECTION PROCESS AND EVALUATION

A. Submission Date

April 24, 2025, by 5:00 p.m. (Pacific Time)

B. Proposer Presentations

Some or all of the Proposers will be asked to make a presentation to the Evaluation Committee. See the schedule above for the planned date. Details as to the presentation and confirmation of the date and time of the presentation will be sent to each Proposer selected for a presentation.

C. Evaluation Proposals

1. Proposal Evaluation Committee

Each proposal will be reviewed to determine if the Proposer can meet the requirements as set forth in this RFP. The Proposer must demonstrate that each requirement is met. Where documentation relative to specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient.

Evaluation of proposals will be made by an Evaluation Committee selected by the Chief Executive Officer. The Committee will review the proposals and make a recommendation to the Chief Executive Officer, who reserves the right to accept or reject the Committee's recommendation. This committee shall be comprised of three to five individuals, some of whom may not be employed by SamCERA. Additionally, SamCERA may use technical experts which may include County staff to assist the Committee.

The Chief Executive Officer will make a recommendation to the Board of Retirement which can accept or reject the recommendation of the Chief Executive Officer.

D. Criteria

The Evaluation Committee will evaluate proposals and the qualifications of Proposers. The evaluation criteria will include, but not be limited to Organizational Background, Experience In Providing Similar Services, Administrative Structure and staffing, Services, Additional Helpful Information, Other Commitments, Assistance from SamCERA, Cost and References.

E. Protest

A Proposer may submit a written protest addressed to the Chief Executive Officer. Such written protest must be submitted by the date listed on the schedule of events. The protest shall state the reason(s) for the protest. A protest that merely addresses a single aspect of the selected proposal, e.g., financial plan, will not be sufficient. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal taken as a whole is an inferior proposal. The decision of the Chief Executive Officer on the protest shall be final.

F. Inability to Negotiate a Contract

If a satisfactory contract cannot be negotiated, SamCERA may, in its sole discretion, begin contract negotiations with one or more than one of the remaining Proposers. SamCERA may contract with more than one Proposer if SamCERA determines, in its sole judgment, that more than one contractor is preferred to provide the specified services. SamCERA may determine to contract with none of the Proposers.



EXHIBIT A

Exhibit A

1. INTRODUCTION

1.1 Contractor shall assist SamCERA with its comprehensive system-wide project, which includes overhauling and optimizing its technology and business processes. The project will address manual processes currently in use and propose automated solutions. The overhaul aims to integrate modern automation solutions while ensuring a seamless transition from these legacy systems.

1.2 Contractor shall provide advisory, facilitation, and oversight services to ensure that the new systems satisfy SamCERA's requirements, are completed on time, and remain within budget. The updated categories of services include:

1.3 The project will include the following task areas:

- Overall Project Management with legacy system integration considerations.
 - Business Process Reengineering focusing on outdated process elimination.
 - Data Cleansing addressing data inconsistencies from existing system.
 - Pension Administration Software System (PASS) replacing legacy technology.
 - Automation Solutions to streamline outdated manual workflows.
-

2. OVERALL PROJECT MANAGEMENT

2.1 Contractor shall collaborate with SamCERA to plan, design, and implement all project phases. The planning will involve addressing challenges posed by outdated systems, such as limited data accessibility, non-standardized data formats, and lack of interoperability with modern platforms. Detailed transition plans will be developed to manage dependencies and mitigate risks associated with retiring these systems.

2.2 Contractor's services will include, but not be limited to:

- Development of Comprehensive Project Plans:
Contractor shall create exhaustive project plans that outline step-by-step procedures for decommissioning legacy infrastructure. This includes:
 - Conducting a thorough inventory of all legacy systems, identifying dependencies, critical functionalities, and data storage mechanisms.
 - Establishing detailed timelines and milestones for decommissioning tasks, accounting for phased transitions to avoid operational disruptions.
 - Creating fallback and recovery strategies to address potential technical failures during the decommissioning process.

- Identifying and allocating necessary resources, including staffing, hardware, and software requirements, to support each decommissioning phase.
 - Coordination of Testing Schedules:
To ensure seamless integration between new systems and legacy components during phased rollouts, the contractor shall:
 - Design comprehensive testing protocols that include compatibility tests, performance assessments, and stress tests involving legacy and new systems.
 - Develop simulation environments to mimic real-world scenarios and test interactions between old and new systems before deployment.
 - Implement rollback strategies for each testing phase, allowing for quick restoration to stable environments in case of failures.
 - Schedule iterative testing sessions with stakeholder participation to ensure all compatibility issues are identified and resolved before final deployment.
 - Comprehensive Risk Management Strategies:
The contractor will develop robust risk management strategies addressing potential failures in data migration from older systems. These strategies will include:
 - Conducting detailed risk assessments, identifying critical points of failure in data migration processes, such as data loss, corruption, or incompatibility.
 - Establishing multi-tiered backup solutions, including both on-premise and cloud-based storage, to protect critical data during migration.
 - Developing real-time monitoring dashboards to oversee data transfer activities, ensuring transparency and rapid issue identification.
 - Defining escalation paths and contingency plans for addressing migration failures, ensuring minimal impact on operations.
 - Stakeholder Engagement Activities:
To support training and adaptation strategies for transitioning from legacy workflows, the contractor shall:
 - Organize comprehensive training sessions tailored to different stakeholder groups, addressing both technical and operational aspects of new systems.
 - Create detailed user manuals and reference guides highlighting differences between legacy and new systems to ease the learning curve.
 - Conduct interactive workshops and Q&A sessions, allowing stakeholders to raise concerns and receive clarifications in real time.
 - Implement a phased adoption approach, where legacy and new systems run in parallel for a defined period, allowing users to adapt gradually.
 - Develop feedback mechanisms to gather insights from stakeholders during the transition, using the feedback to refine training materials and support services.
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3. BUSINESS PROCESS REENGINEERING

3.1 Contractor shall conduct an in-depth review and documentation of SamCERA's existing business processes, both human-driven and electronic. The analysis will include:

- Comprehensive Mapping of Legacy Processes:
 - Document all workflows reliant on outdated systems, such as manual data entry tasks, standalone Excel spreadsheets, Access databases, and disconnected legacy applications.
 - Identify bottlenecks, redundant steps, and inefficient handoffs introduced by these antiquated processes.
 - Analyze supervisory review and auditing passes, particularly in processes involving funds transfers and disbursements.
- Job Shadowing and Staff Interviews:
 - Conduct extensive job shadowing to observe daily operations, paying close attention to manual workarounds used to compensate for system limitations.
 - Interview staff from different business units to understand unique process challenges, variances in execution, and reliance on standalone tools.
 - Gather feedback on pain points, user frustrations, and desired improvements for the future state.

3.2 Process Optimization Strategies:

- Reengineering for Automation and Efficiency:
 - Redesign workflows to eliminate manual interventions and reduce cycle times, leveraging automation solutions to replace outdated manual processes.
 - Implement streamlined routing of transactions, ensuring efficient processing with minimal human intervention.
 - Address variability in process execution by standardizing tasks and integrating automated validation checks.
- Elimination of Redundancies:
 - Identify and remove duplicate data entry points and review passes.
 - Consolidate processes that rely on isolated data repositories, ensuring a unified system architecture.
 - Replace outdated imaging systems with integrated digital solutions for faster document retrieval and improved disaster recovery.

3.3 Short-Term and Long-Term Improvements:

- Short-Term Initiatives (within 6 months):
 - Implement process automation for high-volume, repetitive tasks.
 - Introduce centralized digital documentation systems to replace legacy imaging processes.
 - Deploy quick-win process improvements that significantly reduce backlog and processing delays.
- Long-Term Improvements (beyond 6 months):
 - Integrate end-to-end automated workflows with the new Pension Administration Software System (PASS).
 - Establish continuous process improvement frameworks supported by advanced analytics and monitoring tools.
 - Transition from fragmented legacy systems to a unified digital ecosystem.

3.4 Business Process Modeling and Mapping:

- Create detailed current-state and future-state process diagrams, highlighting key improvements and automation opportunities.
- Utilize industry best practices to guide process redesign, ensuring alignment with peer agency standards.

3.5 Stakeholder Collaboration and Validation:

- Conduct regular workshops with SamCERA management and staff to validate reengineering recommendations.
- Develop a prioritization matrix to assess recommendations based on benefit, cost, and implementation complexity.
- Provide comprehensive training programs to support the transition to new workflows, ensuring minimal disruption during adoption.

3.6 Performance Metrics and Monitoring:

- Define key performance indicators (KPIs) to measure the success of reengineered processes, focusing on:
 - Improved customer service through faster response times and higher accuracy.
 - Reduced cycle times and operational backlogs.
 - Enhanced data integrity and availability.
 - Increased efficiency through automation and streamlined workflows.

3.7 Documentation and Reporting:

- Prepare a comprehensive Business Process Reengineering (BPR) report, including:
 - Detailed descriptions of recommended changes.
 - Assessments of implementation challenges and projected benefits.
 - High-level to-be process diagrams with supporting narratives.
- Deliver actionable plans for implementing quick-hit improvements and longer-term reengineering initiatives, complete with timelines, resource requirements, and interdependencies.

4. DATA CLEANSING FOR PENSION SYSTEM DATABASE

4.1 Contractor shall evaluate SamCERA's pension system database to identify and resolve issues related to legacy data. The analysis will include:

- Data Quality Review:
 - Conduct audits to detect anomalies, such as duplicates and incomplete records.
 - Assess the impact of previous data migrations on current data integrity.

4.2 Approach to Data Cleansing:

- Cleansing Plan:

- Develop a phased plan to cleanse and standardize data stored in outdated formats.
- Use data profiling techniques to identify common issues like redundancy and obsolescence.
- Validation and Standardization:
 - Implement automated validation rules to ensure data consistency and accuracy.
 - Establish quality thresholds and audit trails to track all cleansing activities.

4.3 Data Migration and Risk Management:

- Migration Strategy:
 - Create detailed plans for migrating cleansed data to the new Pension Administration Software System (PASS), ensuring backward compatibility where necessary.
 - Conduct pilot migrations and use real-time monitoring tools to track progress.
- Backup and Recovery:
 - Establish robust backup procedures before each migration phase.
 - Implement recovery plans to quickly restore previous states if migration issues arise.

4.4 Stakeholder Engagement:

- Staff Training:
 - Provide targeted training sessions for staff on data quality management and system use.
 - Engage subject matter experts (SMEs) for validation exercises.
- Communication Plan:
 - Maintain regular updates with stakeholders and provide clear documentation of the cleansing process and outcomes.

4.5 Performance Monitoring:

- Metrics and Governance:
 - Define key performance indicators (KPIs) such as data accuracy and processing efficiency.
 - Establish data stewardship roles and automated monitoring systems for ongoing data quality management.

4.6 Final Deliverables:

- A comprehensive Data Cleansing Report detailing:
 - Cleansing methodologies used and issues resolved.
 - Verified, standardized data sets ready for integration with the new PASS.
 - Long-term recommendations for maintaining data quality and governance.

5. PENSION ADMINISTRATION SOFTWARE SYSTEM (PASS)

5.1 Contractor shall oversee the procurement and implementation of the new Pension Administration Software System (PASS), replacing the outdated system that no longer meets operational needs. The contractor will:

- Conduct comprehensive stakeholder interviews and workshops to document detailed business requirements.
- Identify legacy system limitations, such as slow processing speeds and lack of integration, and incorporate solutions into the new PASS design.
- Ensure compatibility with existing infrastructure during phased rollouts.
- Incorporate modern APIs for real-time data sharing between systems.
- Develop detailed RFP documents specifying technical and functional requirements.
- Conduct vendor demonstrations, pilot testing, and performance benchmarking.

5.2 Implementation Plan:

- Utilize agile methodologies for phased deployment to ensure minimal disruption.
- Provide extensive training programs for end-users, including tutorials, workshops, and online resources.
- Establish detailed testing protocols, including unit, integration, and user acceptance testing (UAT) to ensure system readiness.

5.3 Risk Management and Contingency Planning:

- Develop contingency plans for critical failure scenarios, including data rollback and system restoration procedures.
- Regularly assess project milestones and timelines to proactively address risks.

5.4 Performance Metrics and Evaluation:

- Establish KPIs such as transaction processing speed, error rates, and system uptime.
 - Conduct periodic evaluations and optimization sessions post-implementation to ensure continuous improvement.
-

6. AUTOMATION SOLUTIONS TO STREAMLINE MANUAL WORKFLOWS

6.1 Contractor shall evaluate all manual workflows dependent on legacy systems, such as paper-based approvals and manual data entry. Key activities include:

- Process Mapping and Analysis:
 - Identify processes suitable for automation, including high-volume repetitive tasks.
 - Assess existing inefficiencies resulting from manual interventions.

6.2 Automation Strategy and Implementation:

- Tool Selection and Integration:
 - Evaluate and select automation platforms capable of integrating with the new PASS.

- Implement workflow automation tools for approvals, notifications, and data synchronization.
- Deployment Approach:
 - Pilot automation solutions in high-impact areas before full-scale deployment.
 - Provide role-specific training sessions to ensure a smooth transition.

6.3 Monitoring and Optimization:

- Define KPIs such as reduction in processing time, decreased error rates, and improved throughput.
- Establish continuous feedback loops with stakeholders to refine automation processes.

6.4 Expected Outcomes:

- Enhanced operational efficiency through reduced manual workloads.
- Improved data accuracy and consistency.
- Accelerated service delivery for members and staff.

7. CYBERSECURITY

7.1 Cybersecurity Advisory and Assessment:

SamCERA is aligning security practices with the NIST Cybersecurity Framework and CIS Controls. The consultant will:

- Conduct risk assessments to identify security gaps and vulnerabilities.
- Provide recommendations to enhance security resilience and ensure compliance.
- Collaborate with management on remediation efforts and security awareness initiatives.
- Perform periodic security reviews and provide assessment reports.

7.2 IT Controls and Audit Strategy:

To strengthen IT governance, SamCERA is developing an IT audit framework. The consultant will:

- Assist in drafting IT audit policies and governance frameworks.
- Establish a Risk Control Matrix (RCM) to identify and mitigate IT control risks.
- Develop an audit program to assess IT security, operations, and software management.
- Support Internal Audit with risk assessments and a multi-year IT audit plan.

8. IT CONTROLS AND AUDIT STRATEGY

8.1 To strengthen IT governance, SamCERA is developing a comprehensive audit policy and IT general controls framework. In collaboration with Internal Audit, management, and external auditors, the consultant will:

- Assist in developing IT audit policies and procedures aligned with regulatory requirements.
- Establish a risk control matrix to proactively identify, assess, and mitigate IT controls risks.
- Design and implement an audit program to evaluate control effectiveness in security, IT operations, and software management.
- Provide advisory support for Internal Audit's IT risk assessment, ensuring alignment with organizational priorities.
- Contribute to the development of a multi-year IT audit plan to address key risks and improve IT governance.

9. STATUS REPORTING REQUIREMENTS

9.1 Contractor shall provide consistent, detailed reports to SamCERA's Retirement Technology Officer (RTO) and key stakeholders. Reports will include:

- Weekly Progress Reports:
 - Updates on project milestones, new tasks initiated, and completed deliverables.
 - Detailed status of system integration, data migration, and automation deployment.
- Risk and Issue Management Reports:
 - Identification of emerging risks and mitigation strategies.
 - Escalation paths for unresolved issues.

9.2 Stakeholder Engagement and Communication:

- Conduct monthly stakeholder meetings to review progress, discuss challenges, and adjust project plans as necessary.
- Prepare Board of Retirement updates at key project milestones, providing clear insights into project performance.

9.3 Performance Dashboards:

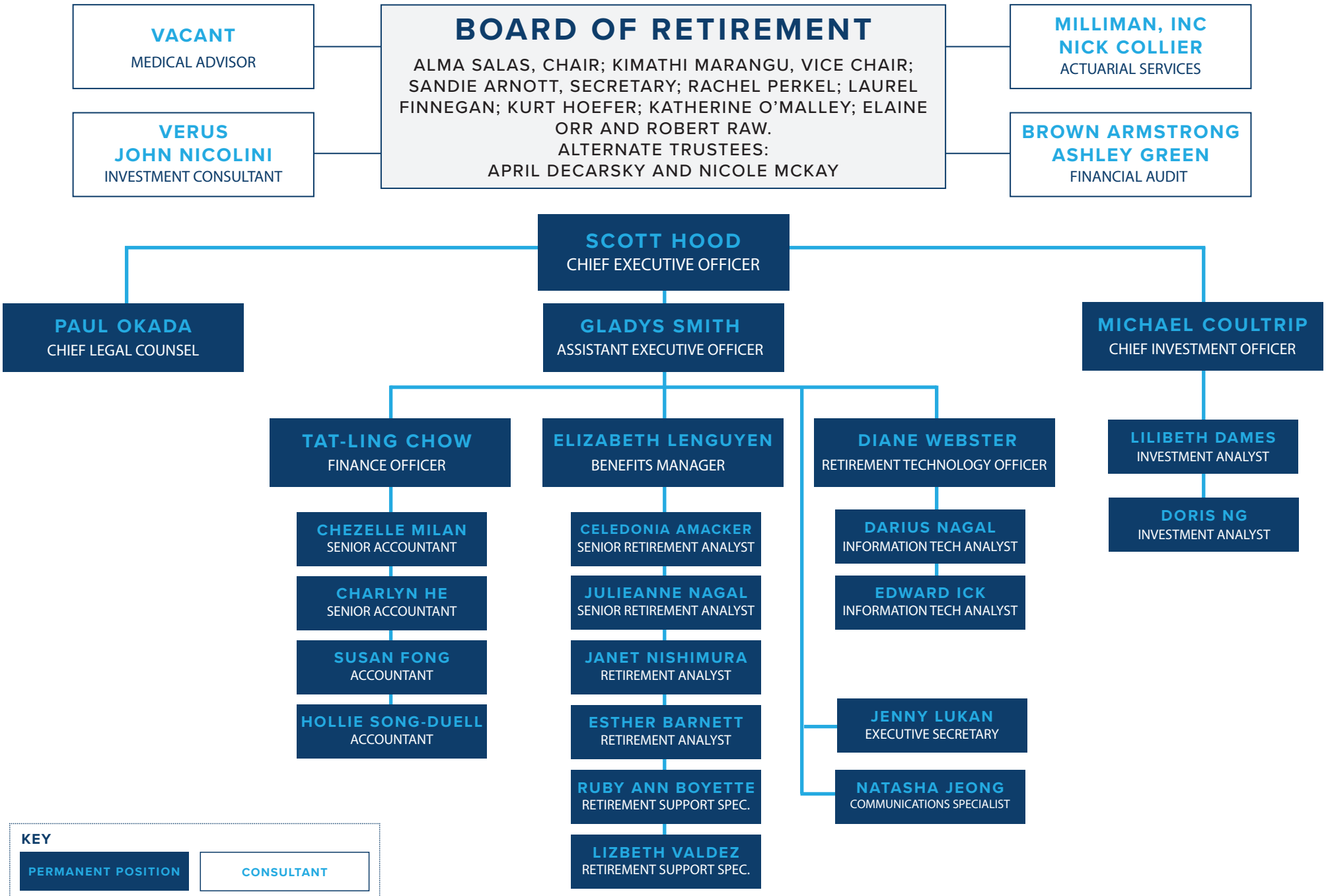
- Develop real-time dashboards to monitor critical metrics, including data accuracy, system uptime, and user adoption rates.
- Use visual representations such as Gantt charts and performance graphs to highlight progress.

9.4 Final Project Evaluation:

- Deliver a comprehensive final report summarizing project outcomes, lessons learned, and recommendations for ongoing optimization.
- Conduct post-implementation reviews to ensure sustained performance and stakeholder satisfaction.

EXHIBIT B

San Mateo County Employees' Retirement Association



KEY

PERMANENT POSITION CONSULTANT

EXHIBIT C

CONTRACT REQUIREMENTS

A Sample contract (without the scope of services and fees) is attached which indicates general provisions that SamCERA anticipates including in the final agreement(s). In submitting a proposal, the Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection, sets forth the basis for the objection, and provides substitute language to make the clause acceptable to the Proposer. Such objections and substitute language must be submitted no later than the deadline for the proposal.

AGREEMENT BETWEEN THE SAN MATEO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION AND [Contractor name]

This Agreement is entered into this _____ day of _____, 20_____, by and between the **San Mateo County Employees' Retirement Association**, hereinafter called "SamCERA," and "[Insert Contractor Legal Name]", hereinafter called "Contractor."

* * *

WHEREAS, SamCERA was created pursuant to the County Employees Retirement Law of 1937 and, in accordance with California Government Code Section 31588.2, is authorized to expend funds on the administration of the pension system in order to provide timely and accurate benefits to its members; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here]; and

WHEREAS, the Board has determined that it is in the best interests of SamCERA to (i) retain and engage the services of Contractor, and (ii) assign to Contractor the duties and responsibilities as more particularly set forth herein.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

2. Services To Be Performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for SamCERA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, SamCERA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. SamCERA reserves the right to withhold payment if SamCERA determines that the quantity or quality of the work performed is unacceptable. In no event shall SamCERA's total fiscal obligation under this Agreement exceed "[Write Out Amount]" (\$AMOUNT). In the event that the SamCERA makes

any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the SamCERA at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from "[Month and Day]" , 20"[Last 2 Digits of Start Year]" , through "[Month and Day]" , 20"[Last 2 Digits of End Year]" .

5. Termination

This Agreement may be terminated by Contractor or by SamCERA's Chief Executive Officer or the Chief Executive Officer's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

6. Standards of Performance

Contractor shall deliver to SamCERA the services and deliverables in such form and manner and at such times as are specified in the applicable Exhibits. SamCERA shall provide to Contractor any necessary information and/or performing any necessary action in a timely fashion. Contractor shall perform the services in accordance with the following standards:

A. Contractor shall perform the services in a professional manner, and with the competence, care, skill, prudence and diligence prevailing in the [DESCRIPTION] industry and that a prudent person in a like capacity to that of Contractor and familiar with [DESCRIPTION] services would use in the conduct of those services. [In performing services under this Agreement, Contractor shall adhere to the professional and ethical standards required of [POSITION] under the [DESCRIPTION OF PROFESSIONAL CODE OF CONDUCT, IF ONE EXISTS] and shall assign staff that, in Contractor's judgment, has sufficient education, training or experience to perform the tasks assigned to them.

B. The services and deliverables provided to SamCERA in connection with the performance of the services shall not infringe on any intellectual property right of any third party.

C. Contractor shall comply always with all federal, state and local laws applicable to it, and shall obtain from the appropriate authorities all registrations, permits, licenses, and indemnities required for the conduct of Contractor's business and the provision of Services and deliverables pursuant to this Agreement.

D. In the performance of services pursuant to this Agreement, Contractor shall maintain independence from all interests other than the interests of SamCERA and its members and beneficiaries, as those interests are expressed by the Board. Contractor understands

SamCERA staff acts as the agent for the Board in its relationship with Contractor, but it is subordinate to the Board and cannot direct Contractor to consider interests contrary to those expressed by the Board.

7. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, reports, and other written materials (collectively referred to as “Contract Materials”) prepared by Contractor under this Agreement shall become the property of SamCERA and shall be promptly delivered to SamCERA. Upon termination, Contractor may make and retain a copy of such Contract Materials if permitted by law.

8. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of SamCERA or the County of San Mateo and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County of San Mateo employees.

9. Hold Harmless/Indemnity

A. Definitions. As used in this Paragraph 9:

(i) “Claims” means any claim described in (a) or (b) below, whether based on contract, tort, or any other legal or equitable theory:

(a) any and all third-party liabilities, losses, injuries, suits, costs, charges, judgments, fines, penalties, expenses (including, without limitation, defense costs, expert witness fees, and reasonable attorneys’ fees), causes of action, claims, demands, recoveries, settlements, or damages of any nature arising out of, related to, or in connection with Contractor’s fraud, willful misconduct, grossly negligent performance of services hereunder, or Contractor’s grossly negligent acts or omissions; and

(b) any and all liabilities, losses, injuries, suits, costs, charges, judgments, fines, penalties, expenses (including, without limitation, defense costs, expert witness fees and reasonable attorneys’ fees), causes of action, claims, demands, recoveries, settlements, or damages for bodily injury, death, personal injury, or property damage, arising out of, related to, or in connection with Contractor’s performance of, or failure to perform, services hereunder.

(ii) “SamCERA Covered Persons” means SamCERA, its officers, trustees, fiduciaries, employees, and agents, but does not include Contractor Personnel.

(iii) “Contractor Personnel” means Contractor, its officers, directors, shareholders, employees, servants, agents, and subcontractors.

B. Obligation to Defend and Indemnify. Contractor will defend, at its expense, SamCERA Covered Persons from and against any and all Claims. Contractor will indemnify, save, and hold harmless SamCERA Covered Persons from and against any and all Claims, but only to the extent of the percentage of fault attributable to Contractor Personnel.

C. Survival of Obligation to Defend and Indemnify. Contractor's obligations to defend and indemnify shall survive the termination of this Agreement.

D. Notice of Claim. SamCERA will give Contractor prompt written notice of any Claim for which any SamCERA Covered Person is entitled to indemnification pursuant to this Paragraph 9. Contractor shall control the defense or settlement of the Claim; but no such settlement or compromise shall be entered into unless, as part of such settlement or compromise, the third party executes a full and complete release of SamCERA Covered Persons without recourse to SamCERA Covered Persons for any amount, claim, or other obligation whatsoever respecting such Claim. Contractor will not have the right to settle or compromise any such Claim without the consent of SamCERA Covered Persons, which consent can be withheld for any reason or no reason if such settlement or compromise involves the issuance of injunctive or other nonmonetary relief binding upon any of SamCERA Covered Persons or a plea of guilty or nolo contendere on the part of any of SamCERA Covered Persons in any criminal or quasi-criminal proceeding, or which involves any admission of liability or culpability on the part of SamCERA Covered Persons, or which has any collateral estoppel effect on any of SamCERA Covered Persons.

10. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of SamCERA or as expressly allowed in Exhibit A. Any such assignment or subcontract without SamCERA's prior written consent shall give SamCERA the right to automatically and immediately terminate this Agreement without penalty or advance notice.

11. Insurance

At Contractor's sole cost and expense, Contractor shall obtain and keep in force at all times during this Agreement, the following policies of insurance:

A. Workers' Compensation Insurance. Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code or such other law applicable to Contractor's employees providing Services pursuant to this Agreement.

B. Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance, Personal Injury (including bodily injury and death), Property Damage for liability arising out of Contractor's performance of work under this Agreement, and the loss or breach of confidential client data and information. Such insurance coverage shall have minimum limits for bodily injury and property damage liability of Two Million Dollars (\$2,000,000) each occurrence and Five Million Dollars (\$5,000,000) in aggregate (including excess policies).

C. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of One Million Dollars (\$1,000,000) combined single limit. Such insurance shall be provided by a business or commercial vehicle policy.

D. Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with limits of not less than Ten Million Dollars (\$ 10,000,000) per claim. If any of the insurance coverage required under this Agreement is written, on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than four (4) years following the termination of this Agreement or completion of all work performed by Contractor specified in this Agreement, whichever is later.

All insurance shall be issued by a company or companies listed in the current "Bests Key Rating Guide" publication with a minimum of an "A-VII" rating. All insurance coverage required to be maintained by Contractor shall be maintained until the completion of all of Contractor obligations under this Agreement, and shall not be reduced, modified in any material respect, or canceled without thirty (30) days prior written notice to SamCERA; provided that SamCERA shall be entitled to such written notice only if any of the foregoing occurrences would cause Contractor to be noncompliant with the terms of this Agreement. Failure by Contractor to maintain all such insurance in effect at times required by this Agreement shall be a material breach of this Agreement by Contractor. SamCERA, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from such breach.

Contractor's Commercial General Liability and Automobile Liability insurance policies required in this Agreement shall include an endorsement naming SamCERA and SamCERA's Board of Retirement members, officials, officers, agents, and employees as additional insureds for liability arising out of this Agreement and any operations related thereto.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of the solvency or insolvency of the insurer that issues the coverage; nor shall it preclude SamCERA from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law. Contractor's Commercial General Liability and Automobile Liability insurance pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by SamCERA or the County of San Mateo with respect to liabilities caused by Contractor.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with

Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

A. Equal Employment Opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to SamCERA upon request.

B. Section 504 of the Rehabilitation Act of 1973. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

C. Discrimination Against Individuals with Disabilities. The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth herein, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ, and advance in employment, qualified individuals with disabilities.

14. Member Data

SamCERA shall provide Contractor with all such direction, materials, information, and access to a SamCERA representative as may be necessary for Contractor to render the services. Contractor shall not be responsible for verifying the accuracy or completeness of any information supplied to Contractor by SamCERA. To the extent such information is known by

Contractor to be inaccurate or incomplete, written notice shall be given to SamCERA of the nature of the inaccurate or incomplete information and any material time or expense required to correct the information shall be billed as an additional service outside of the relevant services.

15. Confidential Information

A. "Confidential Information" shall mean any and all information that is disclosed to Contractor verbally, electronically, visually, or in a written or other tangible form that is either identified or should be reasonably understood to be confidential or proprietary, including members' records as provided by law. The term Confidential Information shall not include any information that (1) was in the possession of, or was rightfully known by Contractor without an obligation to maintain its confidentiality prior to receipt from SamCERA; (2) is or becomes generally known to the public through no breach of this Agreement by or other fault of Contractor; (3) is obtained by Contractor in good faith from a third party who is not, to Contractor's actual knowledge, subject to any obligation of confidentiality; (4) is independently developed by Contractor without the use of or reference to any of SamCERA's Confidential Information and without violating any of Contractor's obligations under this Paragraph 15; or (5) is required to be disclosed by court order or applicable law, provided that, to the extent not prohibited by law, notice is promptly given to SamCERA and, provided further, that diligent efforts are undertaken to limit such disclosure.

B. SamCERA's Confidential Information shall be treated as strictly confidential by Contractor and shall not be disclosed by Contractor to any third party, except to those third parties operating under non-disclosure provisions no less restrictive than those set forth in this Paragraph and who have a justified "need to know" in connection with the conduct of SamCERA's business.

16. Retention of Records; Right to Monitor and Audit

A. Contractor shall maintain all required records relating to services provided under this Agreement for a minimum of five (5) years after SamCERA makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by SamCERA, a Federal grantor agency, and the State of California.

B. Contractor shall comply with all applicable program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies, and as required by SamCERA.

C. Contractor agrees upon reasonable notice to provide to SamCERA, to any Federal or State department having monitoring or review authority, to SamCERA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

17. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail unless expressly provided to the contrary. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

18. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued in the United States District Court for the Northern District of California.

19. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of SamCERA, to:

Name/Title: Scott Hood, Chief Executive Officer
Address: 100 Marine Parkway, Suite 125, Redwood City, CA 94065
Telephone: (650) 363-4882
Email: shood@samcera.org

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Email: [insert]

20. Electronic Signatures

Both SamCERA and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and SamCERA's Electronic Signature Policy. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **[SERVICE PROVIDER COMPANY NAME]**

Contractor Signature

Date

Contractor Name (please print)

SAN MATEO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

By: _____
Scott Hood
Chief Executive Officer

Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms: