

REQUEST FOR PROPOSAL #PENEXEC2025 ACTUARIAL AUDIT SERVICES

Release Date June 30, 2025

Proposal Due Date August 22, 2025, 4:00 P.M. PDT

All questions must be submitted in writing no later than:

July 14, 2025, 4:00 P.M. PDT

Questions concerning the RFP and all answers will be posted on the LAFPP website, <https://lafpp.lacity.gov/about/request-proposals> and the City of Los Angeles' bid opportunities website, <https://www.rampla.org> on August 4, 2025.

RFP Administrator

Rita Harper, Pensions Division

Los Angeles Fire & Police Pensions

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Phone – (213) 279-3096

FAX – (213) 628-7782

**Official RFP
Notices/Addendums**

To ensure that no firm is provided advantage over another, all requirements are specified in this RFP. Any changes to the requirements will be posted as an addendum to the RFP on the LAFPP website, [Request for Proposals - LAFPP](#).

Proposers are solely responsible for monitoring the website and adhering to RFP notices/addendums.

Prohibited Communications

Any communication not directed to the RFP Administrator could be considered attempts to lobby or market services and is therefore prohibited. Firms will be disqualified from contract consideration if the prohibition is not honored.

Communications with Board members about this RFP, other than at a public Board meeting, are prohibited by

the City Ethics Ordinance, Los Angeles Municipal Code section 49.5.11(A), the violation of which may result in civil, administrative, and/or criminal penalties.



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1 Introduction

1.1 Purpose

The Los Angeles Fire and Police Pension System (“LAFPP” or “System” or “Plan”) is seeking proposals from qualified actuarial consulting firms with experience providing services to public employee pension funds. LAFPP intends to engage the services of a firm as the “Audit Actuary,” to perform an actuarial audit of the June 30, 2025 actuarial valuation.

1.2 LAFPP Background

LAFPP operates a defined benefit pension plan covering all sworn members of the Fire and Police Departments of the City of Los Angeles, as well as certain Airport Department Police Officers and Harbor Department Port Police Officers. In addition, the plan offers a Deferred Retirement Option Plan (DROP) and administers an Excess Benefit Plan.

A General Manager, who reports to a policy setting nine-member Board of Fire and Police Pension Commissioners, administers the Plan. The Mayor appoints five members to the Board, active members of the Fire and Police Departments each elect one member, and retired Fire and Police members each elect one member.

There are approximately 11,881 active members (approximately 1,297 of whom are in DROP) and 14,770 retired members and beneficiaries. The entry age normal cost method is utilized to determine funding requirements.

There are six tiers in the pension plan. Benefits are codified in the Charter and Administrative Code (Ad Code) of the City of Los Angeles. General provisions of the Plan are located in City Charter Sections 1100 – 1248. Tiers 1, 2, 3, 4 and 6 are described in Charter Sections 1300 – 1726. Tier 5 is located in Ad Code Sections 4.2000 – 4.2028. Retiree and surviving spouse health subsidy benefits are found in Ad Code Sections 4.1150 – 4.1167. Ad Code Sections 4.1500 – 4.1509 and 4.1900 – 4.1906 deal with Internal Revenue Code compliance. The DROP plan is codified in Ad Code Sections 4.2100 – 4.2109. Pension and health subsidy benefits for domestic partners, the Public Service Purchase (PSP) program, and other miscellaneous provisions are described in the Administrative Code Sections 4.2200 – 4.2215.

The Charter and Ad Code may be found at the City of Los Angeles’ web site: <https://lacity.gov/government/city-charter-rules-and-codes>

Our June 30, 2024 valuation can be found on our web page



content.lafpp.lacity.gov/wp-content/uploads/2024/12/2024-LAFPP-Actuarial-Valuations-and-GAS-reports-Combined.pdf.

1.3 Minimum Qualifications

Firms must clearly demonstrate achievement of the minimum qualifications for their proposals to be considered.

- 1.3.1 The firm must be a professional actuarial firm in the business of providing actuarial valuations and pension and OPEB consulting services with a minimum of at least five years of experience.
- 1.3.2 The supervising/lead actuary for the engagement must have at least 15 years of experience with major public employee retirement systems, including at least 3 years of experience with California public pension fund clients similar to LAFPP in size and services, meet the American Academy of Actuaries Qualification Standards, and have current designation as a Fellow or an Associate of the Society of Actuaries, or an equivalent credential from an organization such as the Conference of Consulting Actuaries. The supervising/lead actuary must provide direct supervision over all services provided to LAFPP and be an employee of the firm regularly engaged in the business of providing actuarial services.
- 1.3.3 All actuaries performing the work must meet the professional qualification standards of the American Academy of Actuaries.
- 1.3.4 The supervising/lead actuary should be able to discuss actuarial theory, the basis for assumptions, and all other actuarial matters in language that is easily understood.
- 1.3.5 The firm must have all necessary licenses. Liability, as well as professional errors and omissions insurance in the amount of \$10,000,000, must be maintained throughout the term of the contract.

2 Scope of Services

2.1 Required Actuarial Services

- 2.1.1 The selected firm will conduct a Level 1 actuarial review (in accordance with the best practices for actuarial audits as promulgated by the GFOA: <https://www.gfoa.org/materials/actuarial-audits>) that will involve a complete replication of all plan liabilities based on the same data, assumptions, and methods that were used for the June 30, 2025 actuarial valuations for the retirement and retiree health benefit programs administered by LAFPP.



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Minimum audit subject matter will include:

- a) Discuss the appropriateness, reasonableness and internal consistency of the actuarial assumptions and methods. The contractor will not conduct a full replication of the experience study. Conduct a high-level review of the demographic actuarial assumptions based upon (a) your firm's experience working with plans that are similar to LAFPP, (b) information available in LAFPP's experience study report prepared by Segal, and (c) backup and other details as requested by the actuarial auditor from Segal/LAFPP. Included in the review should be a review of key demographic assumptions including: (a) service retirement rates either with/without electing DROP, (b) post-retirement mortality rates and (c) salary increase rates.
- b) Review the actuarial assumptions and methodologies for compliance with the LAFPP funding policy, with generally recognized and accepted actuarial principles and practices consistent with Actuarial Standards of Practice, the Code of Professional Conduct, and the Qualification Standards of the American Academy of Actuaries.
- c) Review the [Actuarial Funding Policy](#) for compliance with Actuarial Standards of Practice, the Code of Professional Conduct, and the Qualification Standards of the American Academy of Actuaries.
- d) Evaluate accuracy of funding computations.
- e) Evaluate appropriateness of recommended employer and member contribution rates, including the survivor benefit.
- f) Evaluate the actuarial asset methods.
- g) Assess the validity of the June 30, 2025 valuations using a mathematical model of Plan activity including a full replication based on the same data, methods, and assumptions used by Segal.
- h) Evaluate the test results and reconcile any significant discrepancies between the findings, assumptions, methodology, rates, and adjustments of the proposer and Segal.
- i) Assess whether the valuation appropriately reflects the information required to be disclosed under required reporting standards (GASB, etc.).
- j) Review all related reports attached to the valuation (GASB 67 and 74).
- k) Evaluate the handling of salary increases, length of service pay or RIP 2.0, that are temporarily classified as "non-pensionable."
- l) Evaluate employer contribution "true-up" process, if applicable.

2.1.2 The completed audit and review report will include (at a minimum):

- a) An evaluation and an opinion on the reasonableness and accuracy of the valuation results (including a determination of actuarial accrued liability, normal cost, and actuarially determined contributions), experience study findings, actuarial assumptions, and appropriateness and application of the actuarial cost method.
- b) Recommendations (if any) for reasonable alternatives to the actuarial assumptions used in the June 30, 2025 Actuarial Valuation.
- c) Recommendations to improve the quality and understanding of the Actuarial Valuation report.
- d) A comparison of existing actuarial methodology, assumptions and



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recommendations versus information generated by the replication audit of the Actuarial Valuation.

- e) **Staff requires that the actuarial audit and related scope of work noted above would be completed and presented to the LAFPP Board no later than May 2026.**



3 General Submittal Requirements

3.1 Contract Period

The term of this Contract shall be for a period of one (1) year from the contract award date, contingent upon the final signatures and approval by the LAFPP General Manager, City Attorney, and the authorized Contractor. LAFPP reserves the option to renew the contract for two additional one-year term extensions.

3.2 Proposal Submittal Requirements

All proposals must be submitted electronically and Proposers shall complete and return all applicable documents including forms, appendices, specifications, drawings, schematic diagrams and any technical and/or illustrative literature. LAFPP may deem a proposal nonresponsive if the Proposer fails to provide all required documentation. All proposals must be received by LAFPP by 4:00 PM Pacific Daylight Time (PDT) on Friday, August 22, 2025. No proposal will be accepted by LAFPP after that date and time. Proposals should be emailed to:

Rita Harper, Pensions Division
Los Angeles Fire & Police Pensions
E-Mail: Rita.Harper@lafpp.com

With a copy to:

Greg Mack, Assistant General Manager – Pensions Division
Los Angeles Fire & Police Pensions
E-Mail: Gregory.Mack@lafpp.com

Submission of proposals in a manner other than as described in these instructions (e.g., fax, paper hardcopy) will not be accepted.

3.3 Content of Proposal

Proposals shall be based only on the material contained in the RFP, amendments, addenda and other materials published by LAFPP relating to this RFP. Proposals submitted in response to this RFP must provide the requested information in the format specified in this section. Adherence to this format will help to ensure a fair and objective analysis of submitted proposals. The requested information is organized into individual sections, which should correspond to individual sections in the submitted proposals. Proposals must respond to each topic in the order presented, and



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responses should be numbered as stated in subsection 4.1 of this RFP.



LAFPP reserves the right to declare as nonresponsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

Note that responses to questions MUST be specifically answered within the context of the submitted proposal. The LAFPP Evaluation Committee will NOT refer to a designated Web site, brochure or other location for the requested information. Responses that utilize references to external materials as an answer will be considered nonresponsive.

Proposals failing to comply with the above requirements may be declared nonresponsive and eliminated from further consideration.

3.4 Finalists and Interviews

An evaluation of responses will be presented to the Board for review along with possible finalist interviews at a Board meeting in October 2025. Proposers are encouraged to take note of the tentative schedule in subsection 3.5 of this RFP for such presentations and plan accordingly.

3.5 Tentative Schedule

This schedule indicates estimated dates for the RFP process. LAFPP reserves the right to adjust this schedule when appropriate.

Date	Event
6/30/2025	Release RFP to Potential Proposers
7/14/2025	4:00 p.m. PST – Deadline to Submit Questions
8/4/2025	LAFPP Responds to Questions
8/22/2025	RFP Responses Due – must be received by 4:00 p.m. PST
8/25/2025	Evaluation Period Begins
10/1/2025 or 10/16/2025	Possible finalist interviews with LAFPP Board



4 Detailed Submittal Requirements

4.1 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

<u>PROPOSAL SECTION</u>	<u>TITLE</u>
1.0	Cover Letter
2.0	Table of Contents
3.0	Proposal Questionnaire
4.0	Fee Structure
5.0	Attachments

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only.

- 4.1.1 All proposals must be submitted as one electronic copy in PDF format and Proposers shall complete and return all required documents including forms, appendices, drawings, schematic diagrams, and any technical and/or illustrative literature. LAFPP may deem a Proposer nonresponsive for failure to provide all required documentation. Proposals must include the RFP title and the Proposer's (company) name.
- 4.1.2 Proposers shall not use, copy or replicate, in any form, the City of Los Angeles seal or LAFPP logo.

4.2 Proposal Section 1.0: Cover Letter

- 4.2.1 The cover letter must include the legal business name, address, telephone number, and business status (individual, limited liability partnership, corporation, etc.) of the Proposer.
- 4.2.2 The cover letter must also include the person(s) authorized to represent the Proposer in negotiations with LAFPP with respect to the RFP and any subsequently awarded contract. Provide the representative's name, title,



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address, telephone number, e-mail address, and any limitation of authority for the person named.

- 4.2.3 Important Exceptions to Contract Documents - The Proposer shall clearly state in the cover letter any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Proposers are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 4.2.4 The cover letter shall have the following statement: "This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not named therein; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal, and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer."
- 4.2.5 The cover letter is to be signed by a person(s) authorized to bind the Proposer to all provisions of this RFP, to any subsequent changes and to the contract if an award is made. (If the Proposer is a partnership, the proposal must be signed by a general partner in the name of the partnership. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice-President, and a Secretary, Treasurer or Chief Financial Officer), or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation.)

4.3 Proposal Section 2.0: Table of Contents

Each proposal must include a Table of Contents listing the sections included in the proposal.

4.4 Proposal Section 3.0: Proposal Questionnaire



Please provide a thorough answer immediately following each question. If attachments are provided in response to a question, indicate in the answer the specific tab and/or pages which respond to the question.

4.4.1 General Questions About the Firm

- a) Indicate your legal business name, address, telephone number, and legal entity type (individual, limited liability partnership, corporation, etc.).
- b) Indicate the person(s) authorized to represent the proposer in negotiations with LAFPP with respect to the RFP and subsequently awarded contract including contact names, titles, telephone and fax numbers, and e-mail addresses.
- c) Provide a brief history of the firm and the year firm was founded.
- d) List all the major services provided by your firm.
- e) Indicate the location of your headquarters and subsidiaries, if any.
- f) Indicate the number of personnel (full-time, part-time, and seasonal) at each firm location.
- g) Provide an organizational chart of parent/subsidiary relationships.
- h) Are ownership changes planned or anticipated at this time?
- i) What do you consider to be your firm's consulting specialties, strengths, and limitations?
- j) Provide an organizational chart of the management team of the firm.
- k) Provide a biography/profile/resume for each key manager/officer/ principal of the firm.
- l) What incentives are provided to attract and retain top quality employees at your firm?
- m) Has any officer or principal of your firm been involved in litigation relating to consulting activities? If so, provide a brief explanation and indicate the current status of the proceedings.
- n) Describe the services of your firm that distinguish your firm from your competitors.



- o) Convincingly and briefly explain why your firm is the most qualified for this engagement.
- p) How many actuarial audits has your firm conducted in the last five years?
- q) Is your firm certified by any governmental entity as a minority-owned, woman-owned, or other-business enterprise?
- r) Describe any efforts you have to outreach to government certified minority-owned, woman-owned, or other-business enterprises?
- s) Describe the systems controls, security protocols, and any other resources the firm will use to ensure the confidentiality and integrity of LAFPP's confidential data and information that will be provided to the successful bidder. Describe the firm's information and data systems generally.

4.4.2 Questions Concerning Your Proposal

- a) Is your firm requesting any alternatives and/or substitutions to the scope of services required in this RFP or LAFPP standard RFP and contracting provisions? See the Standard Provisions for City Contracts (Appendix A) and Compliance Documents (Appendix B). Your proposal will be deemed non-responsive if the alternatives/substitutions are not acceptable to LAFPP.
- b) Provide evidence that your firm meets the minimum required qualifications. List representative clients for whom similar services have been provided. Include client name and address, scope of services, beginning and ending dates of contract, contract amount for services, and contact person to provide verification of the contract (name and telephone number).
- c) Provide documents to demonstrate that your lead actuary meets the minimum required qualifications. This should include at minimum a resume and professional credentials.
- d) List the name and office location of the primary individual(s) who would be responsible for this engagement and provide brief biographies including titles, functions, academic credentials, relevant experience, past clients served, and number of actuarial audit clients, anticipated to be assigned to each individual concurrently with this engagement.
- e) Please describe your understanding of the scope and level of services required by this RFP.
- f) Provide a general outline of your audit plan for the actuarial audit.



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- g) Provide three public fund references for whom you acted as an audit actuary. Include name and telephone number of a contact at each fund. At least one of the references must be a client who has been serviced by the proposed team.
 - h) Are there any services which you will not be providing to LAFPP, which were required by this RFP?
 - i) Include as an addendum item a sample of your firm's actuarial audit report.

4.4.3 Legal Issues

- a) Describe the circumstances and status of any investigation, non-routine examination, complaint, disciplinary action or other proceeding involving your firm commenced by any state or federal regulatory body or professional organization during the past five (5) years.
- b) Describe any situation in which the firm was censured and/or fined by any regulatory body within the last five (5) years.
- c) Describe any business litigation brought against the firm or any officer or principal by any entity for fraud, malpractice, misrepresentation, negligence, or similar cause of action within the last five (5) years.
- d) Describe each actuarial project or service relationship with other clients, involving the team that would be assigned to LAFPP, which has been the subject of litigation, arbitration, mediation or other dispute resolution proceedings within the past five (5) years. Identify the individual(s) involved and provide the case name and number, the damages sought, and the outcome.
- e) Describe any situation within the last five (5) years when your firm was notified by any actuarial consulting or actuarial auditing client that the firm may have been in default of its contract, or that conditions existed that jeopardized continuation of that contract. State the client's name, year the notice was received, reasons for the notice, and resolution(s) or current status of the relationship.



4.5 Proposal Section 4.0: Compensation Proposal

PROJECT FEE FOR SERVICE	FIXED PROJECT PRICE
Actuarial Audit (As Stated in Section 2.1)	

4.6 Proposal Section 5.0: Required Compliance Documents

Please submit all REQUIRED COMPLIANCE DOCUMENTS specified in Appendix B. Failure to complete these documents will deem your proposal as non-responsive.

5 Evaluation of Responses

5.1 Evaluation Process

The selected proposer must successfully pass all the following levels of review:

5.1.2 Level I: Review of Qualifications, Experience, & References

Proposer must demonstrate it meets the minimum qualifications (see Section 1.3); must demonstrate a positive record as a responsible contractor; and must have the resources and experience to perform the required services.

5.1.3 Level II: Administrative Responsiveness

Firm's proposal must demonstrate its responsiveness to the administrative requirements outlined in the RFP.

5.1.4 Level III: Proposed Services and Compensation ("Proposal")

Firm's proposed plan of services and compensation for providing the required services are evaluated and ranked by the evaluation panel. Interviews may be conducted.

5.1.5 Level IV: Final Approval by the Board of Fire & Police Pension Commissioners

The proposers that demonstrate to be the most qualified to provide the required services at the best overall value to LAFPP, as initially determined by the evaluation panel, may be invited to an interview with the Board of Fire & Police Pension Commissioners (Board). The Board at its sole discretion makes the final contract award determination.



5.2 Proposer Questions & Restricted Contact with LAFPP Personnel

Please direct all questions by e-mail to the RFP administrator identified on the RFP cover page. Questions from all proposers and LAFPP answers will be posted on the LAFPP and RAMP-LA websites.

5.3 Proposal Deadline

- 5.3.1 All RFP responses are due at LAFPP by the date and time indicated on the cover of this RFP. All requested documents must arrive at the LAFPP email address above by the due date to be considered.
- 5.3.2 Number of Copies: Each Proposer shall submit one (1) electronic copy in PDF format. The use of the City of Los Angeles Seal or the LAFPP logo shall not be used in the presentation material. Proposals must include the RFP title and the Proposer's (company) name.

5.4 Evaluation Criteria

LAFPP will select an audit actuary based on the following criteria:

- Qualifications and experience of the firm and the key personnel assigned to the project
- Demonstrated understanding and ability to address LAFPP's needs
- Strength of client service orientation
- Reasonableness of costs and value
- Positive contracting history

LAFPP shall reserve the right to use such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not mentioned in the RFP.

6 General Terms and Conditions

6.1 General Conditions

Submission of a response to this RFP shall constitute acknowledgment and acceptance of the standard terms and conditions set forth herein.

6.2 Valid Period of RFP

All proposals shall be firm and final offers, and may not be withdrawn for a



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period of one hundred twenty (120) days following the announced deadline for the submission of proposals under this RFP. A response to this RFP is an offer to contract with LAFPP based upon the terms, conditions, service level agreement and specifications contained in the proposal submitted.

6.3 Proposal Submission

All proposals should be submitted by the deadline specified in the RFP. Late responses will not be considered. Proposals should contain accurate and complete information as required in this RFP. The Proposer is liable for all errors or omissions incurred by the Proposer in preparing the proposal. The Proposer will not be allowed to alter the proposal documents after the due date of submission. Unclear, incomplete, and/or inaccurate documentation may cause a response to be removed from further consideration.

Unnecessary or lengthy responses beyond those needed to sufficiently respond to all the RFP requirements should be omitted.

6.4 Proposer Assumes RFP Costs

LAFPP shall not be liable for any expenses incurred by any Proposer prior to issuing any contract that may result from this RFP.

6.5 Proposer's Right to Withdraw Proposal

The Proposer may withdraw a submitted proposal in writing via email at any time prior to the specified due date and time. A written request, signed by an authorized representative of the company, must be emailed to:

Rita Harper, Pensions Division
Los Angeles Fire & Police Pensions
E-Mail: Rita.Harper@lafpp.com
Phone – (213) 279-3096

Greg Mack, Pensions Division
Los Angeles Fire & Police Pensions
E-Mail: Gregory.Mack@lafpp.com

After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time, up to the specified due date and time.

6.6 Prohibited Use of City Seal or LAFPP Logo and Alteration of RFP

The Proposer is prohibited from using, copying or replicating in any form the City seal or LAFPP logo. In addition, the Proposer shall not change any



wording in the RFP or associated documents.

6.7 Amendments to RFP

LAFPP retains the right to amend this RFP and will make reasonable attempts to notify prospective Proposers of any changes. However, it is the Proposer's responsibility to monitor the RFP page on the LAFPP Web site (<https://lafpp.lacity.gov/about/request-proposals>) and the City of Los Angeles' bid opportunities website (<http://www.rampla.org>) for any amendments pertaining to this RFP.

LAFPP will not be liable for the Proposer's failure to receive such notice and any consequential non-responsiveness or noncompliance. LAFPP reserves the right to extend the deadline for submission. Proposers will have the right to revise their response in the event the deadline is extended.

6.8 LAFPP's Right to Reject Proposals and Withdraw RFP

LAFPP reserves the right to withdraw this RFP or reject any or all proposals at any time without prior notice; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and reserves the right to reject the proposal of any Contractor who has previously failed to perform competently in any prior business relationship with LAFPP. The withdrawal of this RFP or rejection of any or all proposals shall not render LAFPP liable for costs or damages.

6.9 Confidential Information / Public Records Act

All responses to the RFP will be kept confidential until the Board adopts a recommendation for award of a contract. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act. Proposers must clearly and conspicuously identify all copyrighted material, trade secrets or other proprietary information that the Proposer claims are exempt from the California Public Records Act (CPRA) – California Government Code Section 7920 et seq.

In the event a Proposer claims that any of its documents are exempt from inspection under the CPRA, the Proposer is required to state in the proposal the following: "The Contractor will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefor."

Failure to include such a statement shall constitute a waiver of a Proposer's right to exemption from this disclosure.



6.10 Ownership of Documents

All reports, tables, charts and other contract documents prepared under this RFP by the Proposer shall be and remain the property of LAFPP upon LAFPP compensation of the Contractor for its services as herein provided. Contractor shall not release to others information furnished by LAFPP or any other City agency, Commission or Board without prior written approval from LAFPP.

6.11 Award of Contract

Firms awarded a contract pursuant to this RFP will be required to enter into a written contract with the Board of Fire and Police Pension Commissioners of the City of Los Angeles as to form by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. LAFPP reserves the right to negotiate the terms and conditions of any contract resulting from this RFP.

6.12 Independent Contractor

The selected Contractor shall, always during the term of any contract resulting from this RFP, retain its status as an independent contractor. The Contractor's employees shall under no circumstances be considered or held to be employees or agents of either LAFPP or the City of Los Angeles.

6.13 Nondiscrimination, Equal Employment Practices & Affirmative Action Policies

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.



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Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <https://bca.lacity.gov/>.

6.14 Bidder Certification City Ethics Commission (CEC) Form 50

Proposers (bidders) are subject to City of Los Angeles Charter Section 470(c)(12) and related ordinances. As a result, Proposers seeking to contract with the City of Los Angeles for goods or services contracts of a value of more than \$25,000 and a term of at least three months acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if they qualify as a lobbying entity under Los Angeles Municipal Code Section 48.02.

Proposers must submit the *Bidder CEC Form 50* (Appendix D) with their proposal. Proposals submitted without a completed form shall be deemed nonresponsive.

Contractors who fail to comply with City law may be subject to penalties, termination of contract and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960, or <https://ethics.lacity.gov/>.

6.15 Business Inclusion Program

It is the policy of the City under the Business Inclusion Program (Mayor's Executive Directives No. 14 and No. 35) to help ensure that all businesses, including certified Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Other Business Enterprise (OBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), and Disabled Veterans-Business Enterprise (DVBE), have an equal opportunity to do business with the City.

LAFPP strongly encourages all Proposers to make an effort to include members of these groups in any sub-contracting work to be performed if awarded the contract. The proposal shall include a list of all prospective sub-contractors, their status (MBE, WBE, OBE, etc.) and the service they will provide.



6.16 Conflict of Interest

LAFPP requires that all contractors disclose any existing or potential conflict of interest relative to the performance of services required by any contract resulting from this RFP. Any relationship that may be perceived or represented as an actual or potential conflict of interest must be disclosed. Failure to disclose shall result in immediate termination of any contract resulting from this RFP.

6.17 Contractor Disclosure Policy

Any Proposer awarded a contract pursuant to this RFP must comply with the LAFPP Contractor Disclosure Policy, provided in Appendix E. Failure to comply shall result in termination of any contract resulting from this RFP.

It is the policy of the BOARD for Contractors to disclose conflicts of interest, including actual, potential and perceived. The goal of the policy is to prevent impropriety or the appearance of impropriety, to provide transparency and confidence in LAFPP's decision-making process, and to help ensure that investment and procurement decisions are made solely on the merits of the goods or services proposed to be provided by Contractors to LAFPP.

6.18 Standard Provisions

Proposers must comply with the *Standard Provisions for City Contracts Rev. 1/25 [v.2]*, provided in Appendix A, except for the following:

- PSC-28 Living Wage Ordinance
- PSC 29 Service Contractor Worker Retention Ordinance
- PSC-31 Service Contractor Worker Retention Ordinance
- PSC-32 Business Inclusion Program (Replaced by 6.15)
- PSC-33 Contractor Responsibility Ordinance
- PSC-34 First Source Hiring
- PSC-35 Equal Benefits Ordinance
- PSC-36 Slavery Disclosure Ordinance
- PSC-41 Compliance with California Public Resources Code 5164

6.19 Contractor Disaster Recovery and Business Continuity Plan

During the term of any contract resulting from this RFP, LAFPP requires its contractors to have a working Disaster Recovery and Business Continuity Plan (DR/BCP) that will ensure continuity of operations and timely delivery of the services listed in Section 2, Scope of Services. Contractors shall also test and maintain the DR/BCP throughout the life of the contract term(s) and an updated copy and testing results of the DR/BCP shall be kept on file with the Board at all times for reference. The DR/BCP



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shall show how contractors will continue to deliver essential business functions despite damage, loss, or disruptions due to a natural or man-made emergency or disaster.

Contractors shall present the DR/BCP to the Board when requested to do so upon reasonable notice. Should contractors fail to maintain an updated DR/BCP, are unable to promptly produce the DR/BCP when requested, or fail to meet the agreed recovery time objectives of when contractors will return to normal business, the Board reserves the right to terminate the contract for cause.

6.20 Bonding, Insurance & Indemnification

If awarded a contract, the respondent will furnish the City evidence of liability and professional errors and omissions insurance coverage in the amount of \$10,000,000. Proof of insurance must be submitted in accordance with requirements of the Office of the City Administrative Officer, Risk Management upon contract execution. Information on compliance with City Insurance and Bond requirements is appended to this RFP in Exhibit 1 of Appendix A, and is also available on the City Risk Manager's Web site, https://cao.lacity.gov/risk/Submitting_proof_of_Insurance.pdf.

The Contractor must maintain the required insurance coverage for the duration of any contract resulting from this RFP.

The Contractor must certify that it is aware of and will comply with Labor Code 3700 of the State of California requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any services under the terms of any contract resulting from this RFP.

The Contractor will be required to indemnify the City in accordance with the provisions set forth in PSC-20 and PSC-21 of the *Standard Provisions for City Contracts (Rev. 1/25 [v.2])*, provided in Appendix A.

6.21 Business Tax Registration Certificate

The Contractor understands that the activity described herein constitutes doing business in the City of Los Angeles and it therefore understands that it must register for and pay a business tax pursuant to Section 21.03 of the Los Angeles Municipal Code. The Contractor shall obtain and keep current a Business Tax Registration Certificate Number (BTRC #) and all such certificates required of it and shall not allow any such certificate(s) to be revoked or suspended while any contract is in effect. The Office of Finance administers this program. They are located at City Hall, 200 North Spring Street, Room 101, Los Angeles, CA 90012. Their phone number is (844) 663-4411. Forms and instructions can be accessed via the Internet at



<http://finance.lacity.gov>.

6.22 Solicitation of Contributions

Any Proposer awarded a contract pursuant to this RFP must comply with the *LAFPP Solicitation of Contributions Policy*, provided in Appendix G. Failure to comply shall result in termination of any contract resulting from this RFP.

7 Appendix

- A. Standard Provisions for City Contracts (Rev. 1/25 [v.2])**
- B. Instructions and Information on Complying with City Insurance Requirements**
- C. Nondiscrimination, Equal Employment Practices & Affirmative Action**
- D. Bidder CEC Form 50**
- E. LAFPP Contractor Disclosure Policy**
- F. LAFPP Contractor Disclosure Policy Reporting Form**
- G. LAFPP Solicitation of Contributions Policy**
- H. Confidentiality & Non-Disclosure of Member Information**

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, 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 that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
<hr/> <hr/>		
Workers' Compensation (WC) and Employer's Liability (EL)		
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	WC _____ <i>Statutor</i> y EL _____
<hr/> <hr/>		
General Liability		
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct _____	
<hr/> <hr/>		
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		
<hr/> <hr/>		
Professional Liability (Errors and Omissions)		
Discovery Period _____		
<hr/> <hr/>		
Property Insurance (to cover replacement cost of building - as determined by insurance company)		
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____	
<hr/> <hr/>		
Pollution Liability		
<input type="checkbox"/> _____		
<hr/> <hr/>		
Surety Bonds - Performance and Payment (Labor and Materials) Bonds		
Crime Insurance		
<hr/> <hr/>		
Other: _____ _____ _____ _____		

Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Non-Construction and Construction)

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ **Original Filing** ☐ **Amendment:** Date of Signed Original _____. Date of Last Amendment _____.

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Name

Signature

Title

Date

Los Angeles Fire & Police Pension System

ETHICS RESPONSIBILITIES FOR BOARD MEMBERS, THE GENERAL MANAGER, AND STAFF

1.18 CONTRACTOR DISCLOSURE POLICY

A. PURPOSE

It is the policy of LAFPP for Contractors to disclose conflicts of interest - actual, potential and perceived.

The goal of this Policy is to prevent impropriety or the appearance of impropriety, to provide transparency and confidence in LAFPP's decision-making process, and to help ensure that investment and procurement decisions are made solely on the merits of the goods or services that Contractors propose to provide to LAFPP.

This Policy sets forth the circumstances under which LAFPP requires the full and timely disclosure of ex parte communications with, relationships with, and payments to, entities such as placement agents, third party marketers, lobbyists and other Intermediaries. This Policy is intended to apply broadly to all Contractors with whom LAFPP conducts or potentially will conduct business.

This Policy shall apply in addition to, and is intended to supplement, any applicable state and City ethics, campaign finance, and lobbying laws found in the City's Charter, Governmental Ethics, Lobbying and Campaign Finance Ordinances, the California Political Reform Act, and the California Constitution. Unless otherwise specified or required by the context, all terms used but not defined herein shall have the same meanings ascribed to them in **Appendix A**.

The Board recognizes that the flow of communication through staff between Contractors or consultants and Board members is beneficial to the conduct of system business. However, there are instances wherein Contractors or consultants may have ex parte communications directly with Board members. In those instances where the communications reasonably might give the appearance of being an attempt to influence the outcome of a Board or staff decision or consultant recommendation, the Board recognizes that there might be the potential for misunderstanding, misinformation, or conflicting instructions, and therefore the communications reasonably could be interpreted as inappropriately affecting the Board, staff, or consultant. Such communications do not always rise to the level of "undue influence" as defined in this policy, but nevertheless are subject to disclosure.

B. APPLICATION, EXCLUSIONS AND REPORTING

1. APPLICATION

This Policy applies to LAFPP's application, selection, and monitoring processes regarding Contractors. It is applicable to all Contractors who participate in the selection process for the award of an LAFPP contract. This policy also applies to all agreements with Contractors that are entered into after July 23, 2009, the date this Policy is adopted. Additionally, this Policy applies to existing agreements with Contractors if, after the date

this Policy is adopted, (a) the term of the agreement is extended, (b) there is any increased commitment of funds by LAFPP pursuant to the existing agreement or (c) there is an amendment to the substantive terms of an existing agreement, including the fees or compensation payable to the Contractor to the extent that LAFPP's consent is required. Reporting requirements for new and existing agreements/investments are defined in 1.18B.3.

2. EXCLUSIONS

The following contracts are excluded from this Policy:

- 1) Contracts in the amount of \$25,000 or less and for not more than a one-year period for which the General Manager has authority to approve service agreements, pursuant to Administrative Code section 10.1.1 and as authorized by the Board pursuant to Board Governance Policy 9.18.B. (Revised 02/01/24)
- 2) Low cost equipment maintenance agreements and service for equipment repair. "Low cost" is defined as "\$2,000 or less."
- 3) Contracts for which contract terms are less than 3 months in duration.
- 4) City, state, or federal contracts/agreements for which LAFPP utilizes the existing City, state, or federal contract or agreement.
- 5) Contracts with unions and associations providing approved health plans subsidized by LAFPP.

3. REPORTING

- a. **Initial (New) Disclosures** For all new contracts and investments, including private investment funds, Contractors are required to complete a Contractor Disclosure form and disclose reportable items (as defined by this Policy) that occurred during the twenty-four (24) month period prior to Board consideration of a new contract/investment. For private equity funds, private credit funds, and real estate funds, the fund's general partner (or equivalent managing entity) shall provide disclosure information for the prior twenty-four month period at the time the Board considers a new or additional investment in the fund.
- b. **Periodic Disclosures** For existing contracts, Contractors are required to complete a Contractor Disclosure form quarterly. Quarterly disclosures are due 21 business days after the end of the quarter. For contracts that are extended or renewed, the Contractor must have submitted the most recent quarterly disclosure. LAFPP internal audit staff will review previously submitted Contractor Disclosures to determine if there is a disclosure to report to the Board at the time the contract renewal or extension is being considered by the Board. General partners (or equivalent managing entities) of Real Estate Open-End Funds are required to submit a Contractor Disclosure form quarterly.

General partners (or equivalent managing entities) of private equity funds, private credit funds, and Real Estate Closed-End Funds are required to complete the Annual Gift Disclosure which is due 21 business days after the calendar year end. General partners (equivalent managing entities) of private equity funds, private credit funds and Real Estate Closed-End Funds are not required to submit Contractor Disclosure forms

(except for new or increased investments being considered by the Board, see Section 1.18.B.3a).

Non-investment and non-legal Contractors paid \$20,000 or less each fiscal year by LAFPP shall submit a Contractor Disclosure no later than 21 business days after June 30th each year. LAFPP internal audit staff will review fiscal year expenditures to identify which non-investment or non-legal Contractor shall report on an annual basis. Should fiscal year expenditures result in a change to the reporting frequency of a non-investment or non-legal Contractor, LAFPP internal audit staff will notify the firm accordingly.

C. CAMPAIGN CONTRIBUTIONS

Applicability Except as otherwise provided in this section 1.18.C, every Contractor shall disclose monetary contributions and/or other financial benefits made directly or indirectly to any Elected Official (and any of his or her controlled committees), Candidate (and any of his or her controlled committees), Appointed Official or Applicable City Employee (collectively, "Contractor Campaign Contribution Disclosures"). Disclosure requirements apply to the Contractor, any of its Officers, marketing representatives, relationship representatives, portfolio managers, members of their investment committee, or Intermediaries that are involved with the product or service provided, or sought to be provided, to LAFPP, and any Family Members of the previously listed individuals.

For each such monetary contribution or financial benefit made, the Contractor Campaign Contribution Disclosures shall include the following information:

- (1) The name and address of the contributor and the connection to the Contractor;
- (2) The name and title of each person receiving the contribution and the name of the Elected Official, Candidate, or Appointed Official or person for whose benefit the contribution was made;
- (3) The amount of the monetary contribution or financial benefit; and
- (4) The date of the monetary contribution or financial benefit.

Exemption: Monetary contributions and/or financial benefits given by any person to an Elected Official or Candidate for whom such person was entitled to vote at the time of the contributions and which, in the aggregate, do not exceed \$100 to any one Elected Official or Candidate per election are not required to be reported pursuant to this Section 1.18.C.

D. OTHER CONTRIBUTIONS/PAYMENTS

Applicability Every Contractor shall disclose any and all monetary contributions and/or other financial benefits not covered by other sections of this Policy, including but not limited to contributions to charitable organizations. Disclosures required include, but are not limited to, any monetary contribution or financial benefit to any of the following (collectively "Contractor Miscellaneous Contribution Disclosures"):

1. Any Elected Official (and any of his or her controlled committees), Candidate (and any of his or her controlled committees), Appointed Official or Applicable City Employee.
2. Any account or trust set up through motion of the Los Angeles City Council that would seek funds controlled by an Elected Official or Candidate.

3. Any third party at the behest of an Elected Official, Candidate, or Appointed Official or for the purpose of supporting or opposing an Elected Official or Candidate or City ballot measure.
4. Any Elected Official, Candidate, Appointed Official or Applicable City Employee for the sale of private property.
5. Any charitable or other organization or individual at the behest of an Elected Official, Candidate, Appointed Official or Applicable City Employee, including those organizations of which an Elected Official, Candidate, Appointed Official or Applicable City Employee is, to the best knowledge of the person paying the monetary contribution or financial benefit, an officer, employee, or member of the board of directors, advisory board, or any similar board or committee.

Disclosure requirements apply to the Contractor, any of its Officers, any marketing representatives, relationship representatives, portfolio managers, members of their investment committee, or Intermediaries that are involved with the product or service provided, or sought to be provided, to LAFPP, and any Family Members of any of the previously listed individuals.

For each such monetary contribution and/or financial benefit, the Contractor Miscellaneous Contribution Disclosures shall include the following information:

- (1) The name and address of the contributor and the connection to the Contractor;
- (2) The name and title of each person receiving the contribution and the name of the Elected Official, Candidate, or Appointed Official or person for whose benefit the contribution was made;
- (3) The amount of the monetary contribution or financial benefit; and
- (4) The date of the monetary contribution or financial benefit.

E. GIFTS

1. **Applicability** Every Contractor shall disclose all Gifts, as defined within this Policy, made directly or indirectly to any Elected Official, Candidate, Appointed Official, or Applicable City Employee, or to decision makers with LAFPP's private equity consultants, private credit consultants, general investment consultants, or real estate consultants. Disclosure requirements apply to the Contractor, any of its Officers, any marketing representatives, relationship representatives, portfolio managers, members of their investment committee, or Intermediaries that are involved with the product or service provided, or sought to be provided, to LAFPP, and any Family Members of any of the previously listed individuals.

Gifts are reportable when the fair market value of the Gifts to a single person is \$50 or more or multiple Gifts to a single person from a single source totals \$50 or more per calendar year. Contractors must keep track of Gifts made directly or indirectly to officials, staff and representatives described above to identify if the reporting threshold is met. Such disclosures shall be made each calendar year for Gifts by Private Equity firms, Private Credit firms and firms managing Real Estate Closed-End Funds, quarterly for all other existing Contractors, and prior to Board approval of a Contractor for initial Contractor Disclosures regarding the previous 24-month period.

When the fair market value of the Gifts to a person meets or exceeds \$50 per calendar year, the Contractor shall disclose for each Gift:

- (1) The name and address of each person providing the Gift and each such person's connection to the Contractor;
- (2) The name and title of each person receiving the Gift;
- (3) The value of the Gift;
- (4) A description of the Gift; and
- (5) The date of the presentation of the Gift.

2. **Gifts Received (For Investment Consultants Only)** LAFPP Consultants (private equity consultants, private credit consultants, general investment consultants, and real estate consultants who have a service agreement with LAFPP) shall also disclose a Gift if its fair market value is \$50 or more that were received by decision makers, directly or indirectly, from Contractors, any of its Officers, any marketing representatives, relationship representatives, portfolio managers, members of their investment committee, or Intermediaries that are involved with the product or service provided, or sought to be provided, to LAFPP, and any Family Members of any of the previously listed individuals. Multiple gifts totaling \$50 or more received during the reporting period from a single source must also be reported. LAFPP consultants must keep track of gifts received directly or indirectly to identify if the reporting threshold is met for a person within the calendar year. Such disclosures shall include Gifts received during the term of the Consultant's service agreement with LAFPP and shall be made quarterly with regard to all Contractors, and otherwise as required by LAFPP in relation to any particular contracting process.

The consultant shall disclose for each Gift:

- (1) The name and address of each person providing the Gift and each such person's connection to the Contractor;
- (2) The name and title of each person receiving the Gift;
- (3) The value of the Gift;
- (4) A description of the Gift; and
- (5) The date of the presentation of the Gift

F. CONTACT STATEMENT

1. **Initial (New) Disclosures** Each Contractor is responsible for providing to staff prior to hiring for new agreements/investments, a List of Contacts made by the Contractor with Appointed or Elected Officials within either 1) the three-month period prior to the interview regarding a new agreement or investment; or, 2) the search period; whichever is longer. The List of Contacts shall include the date and names of the contact(s) and the nature of the contact. Required disclosure of contacts by Intermediaries is described in Section 1.18G.4(iii).
2. **Periodic Disclosures** For existing agreements, each Contractor shall also disclose any contacts with Appointed or Elected Officials **during the term of the agreement, contract, or investment on a quarterly basis**. This section does not apply to entities excluded from Periodic Disclosures pursuant to Section 1.18.B.3b.

G. INTERMEDIARIES

Each Contractor is responsible for providing to staff, as part of the initial and periodic Contractor Disclosure, the following information:

1. Notice to LAFPP that if any person working on behalf of the Contractor with, or assigned on behalf of the Contractor to, an LAFPP contract is a current or former LAFPP Board member, employee or consultant or a Family Member of any such person.
2. A statement whether the Contractor, any of its Officers, marketing or relationship representatives, portfolio managers, members of the investment committee, or any individuals that are involved with the product or service provided to LAFPP (or any Family Members of the individuals listed), has compensated or agreed to compensate, directly or indirectly, any person (whether or not employed by the Contractor) or entity to act as an Intermediary in connection with any investment or procurement by LAFPP.
3. A description of all compensation provided or agreed to be provided directly or indirectly by the Contractor to any Intermediary or to any employee of the Contractor who was hired specifically to solicit an investment or other business with LAFPP or is compensated on the basis of the procurement of any such investment or business. The description of such compensation shall include the nature, timing and amount thereof and any condition precedent to receiving the compensation.
4. With regard to each Intermediary identified pursuant to Section 1.18.G.2 above, each Contractor shall provide:
 - (i) A description of the services to be performed by the Intermediary and a statement as to whether the Intermediary is utilized by the Contractor with all prospective clients or only with a subset of the Contractor's prospective clients (and if a subset, describe the subset), and a resume of each officer, partner, and principal of the Intermediary detailing the person's education, professional designation, regulatory licenses, and investment work experience. Work experience need not be provided in connection with agreements unrelated to investments.
 - (ii) With regard to procurement of business from LAFPP, a copy of all written agreements between the Contractor and the Intermediary and a description of any agreement that is not in writing.
 - (iii) A list of contacts made by the Intermediary, on behalf of the Contractor, with Appointed Officials, Elected Officials, or staff within the 24-month period prior to Board approval of a new agreement or investment. The list shall include the date and names of the contact(s) and Intermediary(s).
 - (iv) The names of all persons who suggested the retention of the Intermediary and a description of how the Intermediary was selected.
 - (v) A listing for the Intermediary and/or any of its affiliates showing registration with the Securities and Exchange Commission or the Financial Industry Regulatory Association or any similar regulatory agency or self-regulatory

organization outside the United States, and either the details of any such registration or an explanation of why registration is not required.

- (vi) A listing for the Intermediary, and/or any of its affiliates, showing registration as a lobbyist with any local, state or national government and the details of any such registration.

H. CONTRACTOR RESPONSIBILITIES

1. Each Contractor is responsible for providing to staff, as part of the Contractor Disclosure, a representation and warranty signed by the Contractor's chief executive officer, other officer as defined in this Policy, or head of the business unit that provides, or will be providing, the service to LAFPP, of the accuracy of the information included in the Contractor Disclosure in any final written agreement.
2. Contractors shall comply with the Policy and cooperate with staff in meeting staff's obligations under this Policy. All parties responsible for implementing, monitoring and complying with this Policy should consider the spirit as well as the literal expression of the Policy. In cases where there is uncertainty whether a disclosure should be made pursuant to this Policy, the Policy shall be interpreted to require disclosure.
3. All information required in the Contractor Disclosure shall be sent to LAFPP internal audit staff as follows:

Email address: audit@lafpp.com
Department of Fire and Police Pensions
Internal Audit Section
701 E. 3rd Street, Suite 200
Los Angeles, CA 90013
Office: 213-279-3175

The Contractor Disclosure is due 21 business days after the end of the quarter or year as applicable.

I. LAFPP RESPONSIBILITIES

LAFPP staff are responsible for all of the following:

- a. Section managers are responsible for providing Contractors with a copy of this Policy with all Requests for Proposals at the time that due diligence in connection with a prospective investment or engagement begins.
- b. Section managers are responsible for confirming that the Contractor Disclosure has been received prior to the completion of due diligence and any recommendation to proceed with the engagement of the Contractor or the decision to make any investment or procurement.
- c. For new agreements and/or amendments to agreements existing as of the date of the Policy, Section managers are responsible for confirming that the final written agreement between LAFPP and the Contractor provides that the Contractor shall be solely

responsible for, and LAFPP shall not pay (directly or indirectly), any fees, compensation or expenses for any Intermediary used by the Contractor.

- d. Section managers are responsible for excluding any Contractor or Intermediary from the solicitation of new investments or business from LAFPP for a time period determined by the Board up to a maximum of 5 years after they have committed a material violation of this Policy, as determined by the Board in its sole discretion, and promptly informing the Board of any such action. Refer to Penalties in Section J.
- e. Internal audit staff will provide the Board, including the relevant Committee, with the Contractor Disclosure information prior to the Board making or approving any decision to invest or procure with a Contractor.
- f. Internal audit staff will compile a quarterly Board report containing the names and amount of compensation agreed to be provided to each Intermediary by each Contractor, the campaign or other contributions and gifts of each Contractor and the List of Contacts as reported in the Contractor Disclosures; the List of Exclusions and the List of Outstanding Contractor Disclosures.
- g. Reporting to the Board immediately any conduct that the staff reasonably believes constitutes a material violation of the Policy, to enable the Board to make a determination whether the conduct constitutes a material violation.

J. PENALTIES

For new agreements and/or amendments to agreements existing as of the date of this Policy, the Contractor, in the final written agreement with LAFPP, will agree to provide LAFPP with any or all of the following remedies in the event that there was or is a material omission or inaccuracy in the Contractor Disclosure or any other violation of this Policy, as determined by the Board in its sole discretion:

- 1. Whichever is greater, the reimbursement of any Contractor, management or advisory fees paid by LAFPP for one year or an amount equal to the amounts that the Contractor has paid or promised to pay to the Intermediary in respect of LAFPP.
- 2. LAFPP shall have the authority to terminate immediately the separate account investment management agreement, without penalty. For non-investment agreements, LAFPP shall have the authority to terminate the agreement, without penalty.
- 3. In addition, the Board of Commissioners may take action to ban the Contractor from future contracting opportunities with LAFPP.

In addition, the Contractor will be ineligible for, and will not solicit, future agreements with LAFPP for five years after Board determination of the violation. However, the prohibition may be reduced by a majority vote of the Board at a public session upon a showing of good cause.

Also, any Intermediary who the Board determines has materially violated this Policy shall be ineligible for, and shall not solicit, future contracts with LAFPP for five years after such Board

determination. However, this penalty may be reduced by a majority vote of the Board at a public session upon showing of good cause.

K. NO RIGHT OF CONFIDENTIALITY

All Contractor Disclosures and attachments thereto shall be public records subject to disclosure under the California Public Records act and the Ralph M. Brown Act. No confidentiality restrictions shall be placed on any Contractor Disclosures or any information provided by Contractors pursuant to this Policy.

See Appendix A – CONTRACTOR DISCLOSURE POLICY Definitions

HISTORY

1.19 Adopted: 07/23/09; Revised: 02/04/10, 03/03/11, 04/05/12, 06/04/15, 11/03/16, 10/05/17, 05/20/21, 08/05/21, 11/02/23, and 02/01/24.

REVIEW

1.20 This entire policy shall be reviewed February of every even-numbered year, with the exception of Section 1.15 Marketing Cessation which shall be reviewed annually. (Amended 02/17/22)

APPENDIX A – CONTRACT DISCLOSURE POLICY DEFINITIONS

Definitions are based on current laws. To the extent that Board policies are not updated subsequent to changes in law, the Board of Commissioners is responsible to comply with current laws and changes thereto.

Applicable City Employee

- (1) An LAFPP employee designated as a City Official under LAMC Section 49.5.2(C), or
- (2) a lawyer in the Public Pensions General Counsel Division or Outside Counsel Oversight Division of the Los Angeles City Attorney's Office or who is in the direct supervisory chain of command over the lawyers in those divisions. (Amended 02/17/22)

Appointed Official

An appointed LAFPP Board Member (including a person who has been appointed, pending confirmation)

Candidate

A person who has filed to run for an Elected Office

City

The City of Los Angeles

Contractor

A person who, or entity that, seeks to be and/or is hired to provide goods and/or services to LAFPP. The individuals with reporting responsibility are those at a firm that would have any contact with or responsibility for an LAFPP investment or agreement.

Contractor Disclosure

Collectively, the information required from Contractors as described in Sections 1.18.C through 1.18.H of this Policy.

Elected Official or Office

Mayor of the City of Los Angeles
Members of the Los Angeles City Council
Los Angeles City Attorney
Los Angeles City Controller
Elected LAFPP Board Member

Family Member

The spouse or domestic partner, of a Contractor or Intermediary.

Gift

Pursuant to **Los Angeles Municipal Code Section 49.5.8 et seq., that references the Political Reform Act and California Constitution, and Section 82028 of the Political Reform Act 2015**, a **"Gift"** means, except as otherwise provided in this definition, any payment that confers a personal benefit on the recipient, to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person, other than a defendant in a criminal action, who claims that a payment

is not a gift by reason of receipt of consideration has the burden of proving that the consideration received is of equal or greater value. The term “gift” does not include:

- (1) Informational material such as books, reports, pamphlets, calendars, or periodicals. No payment for travel or reimbursement for any expenses shall be deemed “informational material.”
- (2) Gifts which are not used and which, within 30 days after receipt, are either returned to the donor or delivered to a nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code without being claimed as a charitable contribution for tax purposes.
- (3) Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person; provided that a gift from any such person shall be considered a gift if the donor is acting as an agent or intermediary for any person not covered by this paragraph.
- (4) Campaign contributions required to be reported under Chapter 4 of the Political Reform Act of 1974, as amended.
- (5) Any devise or inheritance.
- (6) Personalized plaques and trophies with an individual value of less than two hundred fifty dollars (\$250).

Intermediary

A person or entity (1) who is hired, engaged or retained by or acting on behalf of a Contractor as a placement agent, finder, lobbyist, solicitor, marketer, consultant, broker or other type of agent to raise money or investments from or obtain access to LAFPP, directly or indirectly, and (2) who engages in, either personally or through an agent, any written or oral direct communication with any LAFPP representative in furtherance of obtaining an investment or a contract with LAFPP. This definition also includes agents of Intermediaries commonly referred to as sub-agents.

LAFPP

The Los Angeles Fire and Police Pension System.

Officers

The Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or functional equivalent in the Contractor's firm.

Real Estate Closed-End Funds

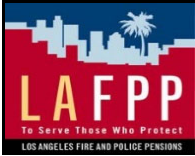
Closed-end commingled funds that are finite life investment vehicles.

Real Estate Open-End Funds

Open-end commingled funds that are an infinite pool of assets diversified by geography and property type.

Undue influence

The employment of any improper or wrongful pressure, scheme, or threat by which one's will is overcome and he or she is induced to do or not to do an act which he or she would not do, or would do, if left to do freely.



LOS ANGELES FIRE AND POLICE PENSIONS

Contractor Disclosure Form

Pursuant to the LAFPP Contractor Disclosure Policy, the following information is required from Contractors that seek or are hired to provide goods and/or services to LAFPP. The Policy can be found at [LAFPP.lacity.gov](https://lafpp.lacity.gov)

Contractor Name	<input type="text"/>	Contract No.	<input type="text"/>
		For Private Equity/Credit or Real Estate, list the name of the fund and the fund number.	
Reporting Period	<input type="text"/>	to	<input type="text"/>
Contact Name	<input type="text"/>	Email	<input type="text"/>
Address	<input type="text"/>		Phone <input type="text"/>

Reporting Type (Please see reverse for detailed instructions)

☐

(1) INITIAL Disclosure Filing

New funds and contracts require disclosure period of past 24 months

☐

(2) PERIODIC Disclosure Filing

Certification (Section 1.18.H.1)

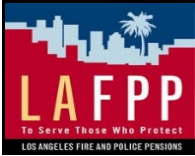
The undersigned represents and warrants that the information submitted in this filing and related attachments is true and correct. The undersigned must be the Contractor's Chief Executive Officer or head of the business unit that provides, or will be providing the goods or services to LAFPP.

Signature

Printed Name

Date

Title



LOS ANGELES FIRE AND POLICE PENSIONS

Contractor Disclosure Form

Reference

[LAFPP Operating Policies and Procedures Section 1.18](#) (Contractor Disclosure Policy)

Application (See Appendix A of the Policy for Definitions)

Except as otherwise provided, this policy applies to Contractors and its Officers, marketing representatives, relationship representatives, portfolio managers, members of the investment committee, and Intermediaries, involved in the product or service provided or sought to be provided to LAFPP. This policy also applies to Family Members (spouse or domestic partners) of the individuals referenced above.

Reporting Type (Section 1.18.B.3)

(1) Initial Disclosures - For new contracts/investments, Contractors are required to complete a Contractor Disclosure Form and disclose reportable items (as defined by this Policy) that occurred during the twenty-four (24) month period prior to Board approval of a new contract. For private equity partnerships, including general partners, disclosure information for the prior twenty-four month period shall be provided at the time the Board considers a new or additional investment in a private equity fund.

Example: Company A is interviewing for an LAFPP contract in January 2021. As a result, Company A must file an Initial Disclosure Filing with LAFPP for a two-year "lookback" reporting period of 1/1/2019 to 1/1/2021.

(2) Periodic Disclosures - For existing contracts, most Contractors are required to complete a Contractor Disclosure form quarterly (except for Private Equity Partnerships and certain non-investment and non-legal Contractors). *Quarterly disclosures are due 21 business days after the end of the quarter.*

Example: Company A is selected by the Board as a Contractor in July 2021, but the contract is not finalized until August 2021 (Q3). Starting with Q3, Company A must now submit a quarterly Periodic Disclosure Filing. Their first Periodic Disclosure Filing will cover Q3 and be due by 11/1/2021.

Gift Reporting Threshold (Section 1.18.E)

Gifts must be reported in the period where the total value of gifts made/received to a single recipient/source in a calendar year is \$50 or more. A flowchart outlining your potential reporting obligations is provided at LAFPP.com

Please e-mail or mail the completed form to:

audit@lafpp.com

Department of Fire and Police Pensions

Internal Audit Section

701 E. 3rd Street, Suite 200

Los Angeles, CA 90013

p: 213-279-3175

Policy Section 1.18.C

Campaign Contributions

Are there any campaign contributions to disclose pursuant to Sections 1.18.B.4 and 1.18.C of the Policy? If yes, please fill out the schedule below.

*Please refer to list of elected officials, candidates, appointed officials, and applicable city employee at the end of this form. **Exemption:** Monetary contributions and/or financial benefits given by any person to an Elected Official or Candidate for whom such person was entitled to vote at the time of the contributions AND which in the aggregate do not exceed \$100 to any one Elected Official or Candidate per election are not required to be reported pursuant to this Section 1.18C. See definition of "Elected Official" or "Candidate" in Appendix A of the Contractor Disclosure Policy.*

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

Date of Contribution	Amount of Contribution	Name of Contributor	Address of Contributor	Contributor's Connection to the Contractor	Name and Title of Contribution Recipient	Elected Official, Candidate, Appointed Official, or Person for Whose Benefit the Contribution was Made

Policy Section 1.18.D

Other Contributions/Payments

Are there any other contributions/payments to disclose pursuant to Sections 1.18.B.4 and 1.18.D of the Policy? Disclosure shall include, but is not limited to, contributions, payments, or financial benefits which were solicited directly or indirectly by any Elected Official, Candidate, Appointed Official, or Applicable City Employee. If yes, please fill out the schedule below. *Please refer to list of elected officials, candidates, appointed officials, and applicable city employees at the end of this form.*

	Yes
	No

Date of Contribution	Amount of Contribution	Name of Contributor	Address of Contributor	Contributor's Connection to the Contractor	Name, Title, and Organization of Contribution Recipient	Elected Official, Candidate, Appointed Official, or Person for Whose Benefit the Contribution was Made

Policy Section 1.18.E.1

Gifts Made by Contractors

Are there gifts to disclose pursuant to Section 1.18.E.1 of the Policy? If yes, please fill out the schedule below. *Please refer to list of elected officials, candidates, appointed officials, and applicable city employees at the end of this form.* **Reporting Threshold:** *Gifts are only required to be reported if, for the calendar year, the total value of Gifts made to a single recipient is \$50 or more (See Gifts Flowchart on LAFPP.lacity.gov).*

	Yes
	No

Date Gift Provided	Name of Gift Provider	Address of Gift Provider	Gift Provider's Connection to the Contractor	Name and Title of Gift Recipient	Value of Gift	Description of Gift

Policy Section 1.18.E.2

Gifts Received by Consultants

(1) Are you a Private Equity/Private Credit Consultant, General Investment Consultant, or Real Estate Consultant? If no, please proceed to the next schedule. If yes, proceed to Question 2.

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

(2) Are there gifts to disclose pursuant to Section 1.18.E.2 of the Policy? If yes, please fill out the schedule below. *Reporting Threshold: Gifts are only required to be reported if, for the calendar year, the total value of Gifts received from a single source is \$50 or more (See Gifts Flowchart on [LAFPP.lacity.gov](https://lafpp.lacity.gov)).*

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

Date Gift Provided	Name of Gift Provider	Address of Gift Provider	Gift Provider's Connection to the Contractor	Name and Title of Gift Recipient	Value of Gift	Description of Gift

Policy Section 1.18.F
List of Contacts

Are there any contacts by the Contractor with Appointed or Elected Officials to disclose pursuant to Sections 1.18.F of the policy? If yes, please fill out the schedule below. *Please refer to list of elected officials and appointed officials at the end of this form.*

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

- (1) For **New Disclosure Filings** , Contractors shall disclose any contacts within either: 1) the three month period prior to the interview regarding a new agreement or investment; or 2) the search period; whichever is longer.
- (2) For **Periodic Disclosure Filings** , Contractors shall disclose any contacts during the reporting period.

Date of the Contact	Name and Title of Person who made the Contact	Person's Connection to the Contractor	Appointed or Elected Official Contacted	Nature of Contact

Policy Section 1.18.G

Intermediary Disclosures

(1) Pursuant to *Section 1.18.G.1* of the Policy, is any person working on behalf of the Contractor, or assigned on behalf of the Contractor to an LAFPP contract, a current or former LAFPP Board member, employee, consultant or a Family Member of any such person? If yes, list the names of the individual and their relationship to LAFPP below.

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

--

(2) Has an Intermediary (placement agent, finder, lobbyist, solicitor, marketer, consultant, broker or other type of agent to raise money or investments) been retained to procure funds from an investors? If yes, please fill out the intermediary's name and date retained and briefly describe the compensation provided or agreed to be provided in the next section.

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

Additional Intermediary Disclosures

Intermediary Name

--

Date Retained

--

(a) Describe all compensation provided or agreed to be provided to the Intermediary. For example, 1% fee based on aggregate capital commitments.

--

(3) Pursuant to *Section 1.18.G.2*, is the intermediary compensated or will be compensated in connection with any investment or procurement by LAFPP? If yes, complete the remaining questions on pages 9 and 10.

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

Additional Intermediary Disclosures

(a) Describe the services to be performed by the Intermediary and a statement as to whether the Intermediary is utilized by the Contractor with all prospective clients or a subset (if a subset, describe the subset). A resume for the Intermediaries shall also be provided. See Section 1.18.G.4.(i) of the Policy for specific disclosure information.

(b) Attach a copy of all written agreements between the Contractor and the Intermediary and a description of any agreement that is not in writing. Section 1.18.G.4.(ii)

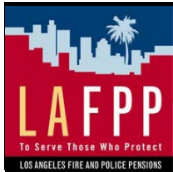
(c) List all contacts made by the Intermediary for the 24-month period prior to Board approval of a new agreement or investment. This list shall include the date and names of the contact(s) and intermediary. Section 1.18.G.4.(iii)

(d) List the names of all persons who suggested retention of the Intermediary and a description of how the Intermediary was selected. Section 1.18.G.4.(iv)

Additional Intermediary Disclosures

(e) For the Intermediary and/or any of its affiliates, list the registration with SEC/FINRA/or any similar regulatory agency or self-regulatory organization outside of the US, and either details of such registration or an explanation of why registration is not required. Section 1.18.G.4.(v)

(f) For the Intermediary and/or any of its affiliates, list registration as a lobbyist with any local, state or national government and the details of such registration. Section 1.18.G.4.(vi)



List of Elected Officials, Candidates, Appointed Officials, and Applicable City Employees

January 2023 - December 2024

This list is provided as a reference for the two-year period ending December 2024. An individual's absence from this list does not indicate an exclusion from the policy. If you are filing a disclosure form outside of the covered period, current officials can be found through the public sources provided below. You may also contact audit@lafpp.com for questions on specific officials or offices.

List of Elected Officials

Elected Official or Office is defined in Appendix A of the Contractor Disclosure Policy as the following offices and corresponding officials. For the covered period, elected officials includes but are not limited to the following:

Mayor¹

Karen Bass

City Attorney¹

Hydee Feldstein Soto

City Controller¹

Kenneth Mejia

Members of the Los Angeles City Council¹

Council District 1	Eunisses Hernandez	Council District 9	Curren D. Price, Jr.
Council District 2	Adrin Nazarian	Council District 10	Heather Hutt
<i>Term ended 12/9/24</i>	<i>Paul Krekorian</i>	Council District 11	Traci Park
Council District 3	Bob Blumenfield	Council District 12	John Lee
Council District 4	Nithya Raman	Council District 13	Hugo Soto-Martinez
Council District 5	Katy Yaroslavsky	Council District 14	Ysabel J. Jurado
Council District 6	Imelda Padilla	<i>Term ended 12/9/24</i>	<i>Kevin de Leon</i>
Council District 7	Monica Rodriguez	Council District 15	Tim McOsker
Council District 8	Marqueece Harris-Dawson		

Elected LAFPP Board Members²

Rigo Arellano Kenneth E. Buzzell Brian J. Churchill Garrett W. Zimmon

List of Appointed Officials

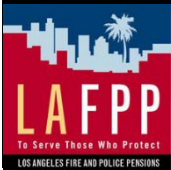
Appointed Official² is defined in Appendix A of the Contractor Disclosure Policy as an appointed LAFPP Board Member (including a person who has been appointed, pending confirmation). For the covered period, appointed officials includes but are not limited to the following:

Current appointed LAFPP Board Members²

Andrea Ambriz	William "Billy" Chun	Raul Perez	Michael A. Lawson	Nanxi Liu
		Megan M. Hernandez - Term ended 6/30/23		Sumi Parekh- Vacancy as of 07/18/24

¹ <https://lacity.gov/directory>

² <https://lafpp.lacity.gov/board-of-commissioners>



List of Elected Officials, Candidates, Appointed Officials, and Applicable City Employees

January 2023 - December 2024

List of Applicable City Employees (City Officials)

Applicable City Employee³ is defined in Appendix A of the Contractor Disclosure Policy as (1) an LAFPP employee or (2) a lawyer in the Retirement Benefits Division or Outside Counsel Oversight Division of the Los Angeles City Attorney's Office or who is in the direct supervisory chain of command over the lawyers in those divisions. For the covered period, applicable city employees includes but are not limited to the following⁴:

LAFPP Employees

<i>Albert Almeda</i>	Bryan Fujita	Tai Ma	Erika Robinson	Myo Thedar
Davey Baquiran	Krystle Gill	Greg Mack	<i>William Raggio</i>	Anthony Torres
<i>Donna Baylosis</i>	Yoshiyuki Goya	Claire Magallanes	Ana Velen Reyes	Christian Torres
Stephen Bayutas	Teresa Guerrero	Angel Meza Contreras	Tarralyn Rose	Lee Tsubaki
Jennifer Chan	Elijah Hernandez	Timothy Morita	<i>Kristen Ruitenbach</i>	Jennifer Van
Michelle Chan	<i>Faviola Herrera</i>	<i>Riza Mulawin</i>	Joseph Salazar	<i>Cynthia Varela</i>
Sharon Chan	Eric Ho	<i>Kristy Nguyen</i>	Marion (Miki) Shaler	Bob Yan
Annie Chao	<i>Monique Lewis</i>	Derek Niu	Jennifer Shimatsu	<i>James Yeung</i>
Nichole Cheung	Susan Liem	Vincent On	Carmel May Simmons	<i>Eunice Zordilla</i>
Randy Chih	David Liu	Adam Perez	Kyle Susswain	
Stevie De Jong	Iris Liu	Wilson Poon	Rebecca Takahashi	
Alfredo Domagat	<i>Tom Lopez</i>	Blas Rafols	<i>Carol Tavares</i>	

City Attorney's Office

Miguel Bahamon	Gina Di Domenico	Joshua M. Geller	<i>Kathleen Kenealy</i>	<i>Ian Thompson</i>
Sheri Cheung	Michael Dundas	Anne Haley	Adrienne Khorasanee	
Alexandra de Rivera	<i>Anya Freedman</i>	Valerie Flores	Denise Mills	

³For an applicable city employee not listed above, please contact LAFPP's Internal Audit Section at 213-279-3175 or audit@lafpp.com for verification.

⁴Italicized name indicates an employee that separated from the department from January 2023 to December 2024.

List of Candidates

Candidate is defined in Appendix A of the Contractor Disclosure Policy as a person who has filed to run for an Elected Office (see above). For the covered period, candidates for elected office include but is not limited to the following:

Candidates for LAFPP Board Member Elections

Police Department Retired Employee Board Member Candidates 2024

Harold Halloran	Neadie Louise Moore	Nathan D. Johnson
Daniel "Troy" Wise	Mark Morgan	

****Candidates for 2023 & 2024 City Elections****

The 2023 Special Election for Council District 6 occurred on April 4, 2023 (Primary) and June 27, 2023 (General). The 2024 Elections occurred on March 5, 2024 (Primary) and November 5, 2024 (General). A list of candidates who qualified for the elections can be found at the Los Angeles City Ethics Commission website⁵.

⁵ <https://ethics.lacity.org/elections>

1. SOLICITATION OF CONTRIBUTIONS

Fiduciaries of the Los Angeles Fire and Police Pension System (LAFPP) are prohibited from soliciting, directing, or receiving any contribution from any person who is engaged in business for gain, seeking to engage in business for gain, or who has a proceeding pending before the BOARD or has had such a matter pending during the preceding 12 months.

Definitions:

1. For purposes of this paragraph, "Fiduciary" is defined as a member of the BOARD, and executive and senior management staff.
2. "Person" means a natural person or business entity of any type, and includes all directors, partners, officers and agents of such business entity.
3. "Business for gain" is defined as any contract for goods or services, and any investment related contract.
4. "Proceeding pending" means all ministerial, administrative and legislative matters, potential contracts, current contracts and contracts with the BOARD that have expired or terminated within the past 12 months.

In the event any member of the BOARD or any executive or senior staff of the BOARD, or any person claiming to represent or to have influence with either BOARD or with any member of the BOARD, contacts CONTRACTOR with respect to a contribution, CONTRACTOR shall promptly report by telephone and in writing such contact to the President of the BOARD and the General Manager.

CONFIDENTIALITY & NON-DISCLOSURE OF MEMBER INFORMATION

CONTRACTOR agrees that all information disclosed by LAFPP regarding its members and beneficiaries shall remain confidential and private. This information may include, but is not limited to, their names, dates of birth, home addresses, names of their spouses and spouses' dates of birth, names of their children and dates of birth of their children, names of beneficiaries, medical plan enrollment, wage assignments, divorce and marriage documents, Mkeys and Person IDs.

CONTRACTOR hereby agrees not to disclose this information to third parties and shall exercise reasonable and current best practices to ensure the security of such information. State Law Requirements - Protection For Personal Information State law (See Civil Code §§1798.29, 1798.81.5 and 1798.82, as amended) requires a person or entity that owns or licenses computerized data that includes personal information, of a California resident, to disclose any breach of the data base security system and to implement and maintain procedures and practices to protect personal information from unauthorized access, destruction, use, modification, or disclosure and, shall require by contract, that non-affiliated third party recipients of such personal information, implement and maintain security procedures and practices to protect the personal information. Accordingly, CONTRACTOR agrees to implement and maintain such security procedures and practices, in conformance with Civil Code §§1798.29, 1798.81.5 and 1798.82, with respect to any personal identification information received under this agreement, as well as to notify the City of any breach in security.

CONTRACTOR shall not share, disclose, or in any way transfer the personal identification information without the written approval of the LAFPP.

CONTRACTOR shall make no personal, business, or proprietary use of any private and confidentially-disclosed information regarding LAFPP members, nor allow any third parties to make personal, business, or proprietary use of any of the disclosed information.

CONTRACTOR shall be responsible for any and all liabilities, including but not limited to those stated below in this paragraph, that result from any violation of Civil Code §§1798.29, 1798.81.5 and/or 1798.82 that Contractor, its employees, agents, or subcontractors may cause pursuant to the activities performed under this contract. Accordingly, CONTRACTOR agrees to indemnify and hold harmless the City of Los Angeles, its respective agencies, LAFPP, LAFPP board, all of their commissioners, officers, employees, and authorized agents, and, at the option of the City of Los Angeles, to provide a defense, reasonably acceptable to the LAFPP, against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever caused or brought by any person, including any aggrieved party, as defined in Civil Code §§1798.29 and 1798.82, arising out of CONTRACTOR'S breach of any of its duties and obligations under Civil Code §§1798.29, 1798.81.5 and/or 1798.82. The indemnification herein includes all awards, damages, interest, costs and attorneys' fees, if any. Such defense will be consistent with City Charter, §§271, 272 and 273.

At the termination of user services between CONTRACTOR and LAFPP, CONTRACTOR hereby agrees to destroy all private and personal information it has received from LAFPP regarding members and beneficiaries, and shall make no further use of any of the disclosed private or personal information provided by LAFPP.

The laws concerning disclosure of private information on LAFPP's members and their families made during this agreement shall mean the privacy laws of the State of California.