



Website Redesign, Development, Implementation and Hosting

Request for Proposal

April 1, 2020

Tulare County Employees' Retirement Association (TCERA)
136 N Akers Street
Visalia, CA 93291
1-(559)-713-2900
www.tcera.org

Contents

- Section 1: About TCERA 3
- Section 2: Project Background..... 3
- Section 3: General Information 4
- Section 4: Proposed Scope of Work..... 4
- Section 5: TCERA Point of Contact..... 5
- Section 6: Vendor Questions Regarding RFP..... 5
- Section 7: Vendor Response..... 5
- Section 8: Consulting Services Proposal 6
- Section 9: Review and Evaluation of Proposals..... 6
- Section 10: Right to Reject Proposal..... 7
- Section 11: Incomplete Responses..... 7
- Section 12: Schedule of Events..... 7
- Section 13: Addenda 8
- Section 14: Notice Regarding the California Public Records Act and the Brown Act..... 8
- Section 15: Engagement Agreement 9
- Section 16: General Conditions 9
- Section 17: Reservations by TCERA..... 9
- Section 18: Non-Discrimination Requirement..... 10
- Appendix A: Data Security, Business Continuity and Hosting Infrastructure Questions 10
- Appendix B: Required Contract Provisions 13

Section 1: About TCERA

The Tulare County Employees Retirement System (TCERA) was established in 1945 under the provisions of the County Employees Retirement Law of 1937, and provides members with retirement, disability, death, and cost-of-living benefits. There are approximately 10,000 members served by TCERA, of which more than 3,000 are retirees. The Board of Retirement consists of nine members, four of whom are appointed by the County's Board of Supervisors, four who are elected by the active and retired members of TCERA, and the Tulare County Treasurer, who serves as an ex officio member. There is also two elected alternate members and one appointed alternate member. The Board of Retirement is responsible for establishing policies, regulations and guidelines for the investment of the assets of the pension fund. TCERA has one physical location with 14 employees handling all aspects of retirement plan administration.

Section 2: Project Background

TCERA is seeking the services of an experienced web design company to complete a comprehensive redesign and deployment of the organization's website, www.tcera.org. The successful proposal will address the issues included in the proposed Scope of Work (Section 4); the contract should be a fixed price contract and not time and materials based. Specific outcomes should be identified in the proposal. TCERA is committed to reinvigorating its website design to include a fresh, innovative and easily navigable style that promotes easy access to information and a user-friendly experience for non-technical users.

As part of this website project, various identified "User Groups" typically have distinct needs when visiting the site:

- Active/Deferred Members – Access the MyTCERA member portal, review investment results, read and/or download forms and publications, watch videos, and learn about their benefits (including reciprocity, disability-related benefits and Domestic Relations Orders).
- Retired Members/Payees – Access the MyTCERA member portal, review investment results, read and/or download forms and publications, view notices of importance (e.g. annual cost of living adjustment, tax withholding updates, etc.).
- Employers ("Plan Sponsors") – Access financial and investment documents, access Board of Retirement meeting agendas, back up materials, and read and/or download forms and publications.
- Media – Access public meeting agendas and backup materials, review RFPs and other public documents.
- TCERA Site Administrator – TCERA's Site Administrator will have the ability to access volumetric information (how many people use the site, how frequently, etc.).
- TCERA Content Contributors – Select staff members at TCERA must be able to make immediate and regular updates to the website, including narrative text and documents, news flashes, etc.
- TCERA Staff – TCERA staff often direct members who call in to our website to access various resources and links. Those resources include accessing the MyTCERA portal, documents, forms, and useful links.
- Others – Various other groups use the website including investment managers seeking to learn about TCERA's investment program, job seekers, those responding to RFPs, and general members of the public interested in the administration of TCERA's retirement plan.

Section 3: General Information

All terms, conditions, requirements and procedures included in the RFP must be met for a response to be qualified as responsive. A submission that fails to meet any material term, condition, requirement or procedure of this RFP may be disqualified. TCERA reserves the right to waive or permit cure of non-material errors or omissions. TCERA reserves the right to modify, amend, or cancel the terms of the RFP at any time. All responses must be submitted in accordance with the specific terms of this RFP. The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 120 business days following the deadline for submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

If a firm responding to this RFP (respondent) discovers an ambiguity, conflict, discrepancy, omission or other error in this RFP, notice should be provided to the contact specified in Section 5. TCERA is not responsible for and has no liability for or obligation to correct any errors or omissions in this RFP.

Section 4: Proposed Scope of Work

Key required features on TCERA'S new website should include:

1. Content management interface, enabling contributions, editing, and updates by staff. Site designer-led training should allow TCERA staff to easily perform routine content management and selected staff to perform more complicated tasks. Such training should be integrated into the proposal.
2. Responsive design; content presented dynamically for several interfaces and devices. The website will be optimized for desktop, laptop, tablet and mobile phone platforms.
3. A powerful Search Engine with filtering and search result refinement capabilities.
4. The vendor will host the website and ensure that it is available to users 99.95 percent of the time (with the exception of normally-scheduled maintenance). Please provide:
 - a. Website hosting plan(s) with pricing and service options
 - b. Examples of monthly website statistical reporting
 - c. Sample service level agreement
5. Please review and address each of the Security, Business Continuity and Disaster Recovery, hosting and support and other technical items from Appendix A at the end of this document. Provide a complete disaster recovery plan, including hosting facility information and plan(s) in place for remediation of services.
6. The vendor will transfer the existing content to the new site at the direction of the TCERA project team.
7. Easy to navigate and find relevant information.
8. Full ADA, Section 508 and W3C Standards compliance.
9. Design that reflects the professional nature of TCERA.
10. Public access to all of the features on the website is not dependent on specific browser, that is, the web interface is browser agnostic and works with commonly used browsers found on Windows, Mac and Linux computer systems (Internet Explorer, Firefox, Chrome, Safari, etc.).

11. The website should include features to allow for customizable input forms that would allow TCERA to collect data from various website users. For example, member surveys, general feedback, etc.

Section 5: TCERA Point of Contact

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

Email:	lmalison@tcera.org
Address:	TCERA Attention: Leanne Malison 136 N Akers Street Visalia, CA 93291

From the date of issuance of this RFP until the selection of a vendor is completed and announced, vendors are not permitted to communicate, for any reason, with any TCERA staff member or Board Member regarding this procurement, except through the Point of Contact named herein. Respondents violating the communications prohibition may be disqualified at TCERA’s discretion. Respondents having current business with TCERA must limit their communications to the subject of such business.

Section 6: Vendor Questions Regarding RFP

Vendors may submit questions regarding this RFP in writing to the Point of Contact listed in *Section 5* through 5 p.m. (Pacific Time Zone) as specified in the Schedule of Events (Section 12). Email is the preferred method of communication. All written questions must include the name of the firm and the person submitting the question(s). A compilation of all questions and answers, along with any RFP addenda, will be posted on TCERA’s website, www.TCERA.org.

Section 7: Vendor Response

It is the responsibility of the vendor to ensure that the proposal arrives on or before the specified time and date. Failure to comply with this provision may result in disqualification of the RFP response.

Proposals must be submitted to TCERA as specified in the Schedule of Events (Section 12). Make sure the point of contact name is included in the address.

Submit two (2) hard copies to the address noted in *Section 5*. In addition, email an electronic copy in Microsoft Word or Adobe Acrobat PDF format to the email address noted in *Section 5*.

Note that vendor responses will be subject to disclosure to the public upon written request under the California Public Records Act. See *Section 14: Notice Regarding the California Public Records Act and the Brown Act* later in this document for additional information.

Section 8: Consulting Services Proposal

Proposals must include the following information:

1. A description of your firm including location, number of years in business and scope of services.
2. A description of your firm's financial stability and economic capability to demonstrate the likelihood of completing/supporting the project. In addition, submit copies of any pertinent licenses required to deliver your company's product or service.
3. A recommendation of services to provide TCERA with a fair, cost effective and quality product package.
4. Details illustrating how and why your company will best serve TCERA.
5. A copy of your company's proposed services contract. The contract should incorporate all of TCERA's prescribed contract provisions as provided in Appendix B. If such language has not been incorporated, a detailed explanation for the omission is required.
6. At least three (3) project references from other organizations similar in size, and not older than three years. Please include at least one completed project and one project in progress.
7. A named Project Lead who has demonstrated successful management of at least one project of similar size and scope; should the Project Lead become unavailable at any point in the project, his or her replacement must be mutually agreed upon by TCERA and your company.
8. Names, qualifications and technical expertise of fully trained and qualified staff that may be assigned to TCERA; should any team member become unavailable at any point in the project, his or her replacement must be mutually agreed upon by TCERA and your company.
9. If applicable, a description of additional services your company offers which are not covered within this document.
10. Samples of your work and links to other websites designed by your firm.
11. An approximate timeline to complete the website redesign and deployment.
12. Fee schedule for consulting not included in the project fee proposal. (e.g. consulting for future design and development projects outside the scope of the site support and maintenance).
13. Project fee proposal. The proposal must be submitted as a separate document, not included in the primary RFP response. The proposal must include all costs and fees for site development as well as the monthly and/or annual fees for site hosting, maintenance, and support.

Section 9: Review and Evaluation of Proposals

Respondents will be evaluated at the discretion of TCERA based upon the following factors:

1. Experience and reputation of your firm.
2. Quality of the team proposed to provide services to TCERA.
3. Information provided by references.

4. Communications skills.
5. Pricing and value.
6. Quality and Effectiveness of teamwork, both internally and with TCERA.
7. Level of investment and commitment to the TCERA relationship.
8. The organization, completeness, and quality of the proposal, including cohesiveness, conciseness, and clarity.

TCERA will convene a review panel to evaluate all proposals and develop recommendations. One or more of the respondents may be requested to make an oral presentation and present a mockup of their proposed design.

The evaluation factors will be considered as a whole, without a specific weighting. The balancing of the factors is in TCERA’s sole discretion. Factors other than those listed may be considered by TCERA in making its selection. TCERA reserves the right in its discretion to request additional information from any respondent, although such requests may not be made to all respondents. TCERA reserves the right to require one or more interviews with or personal presentations by finalists to be conducted with staff, Board Members, and/or the entire Board of Retirement.

Section 10: Right to Reject Proposal

By submitting a proposal, vendors acknowledge that they have read this RFP, understand it, and agree to be bound by its requirements unless clearly and specifically noted in the response submitted. TCERA reserves the right without prejudice to reject any and all responses. TCERA reserves the right to modify the terms and requirements of this RFP. Any such changes or corrections will be posted on TCERA’s website, available at www.tcera.org.

Section 11: Incomplete Responses

If the information in the firm’s response is deemed to be insufficient for evaluation, TCERA reserves the right to request additional information or to reject the submittal outright. False, incomplete or unresponsive statements in connection with a submittal may be sufficient for its rejection. The selection of the fulfillment of the requirements will be determined by TCERA and such judgment shall be final.

Section 12: Schedule of Events

TCERA reserves the right to modify this schedule at any time.

Deliverable	Date	Time
Release of RFP	May 1, 2020	4:00 p.m. (Pacific Time Zone)

Questions From Vendors Due	May 15, 2020	5 p.m. (Pacific Time Zone)
Answers to Vendor Questions Posted	June 1, 2020	5 p.m. (Pacific Time Zone)
RFP Submission Deadline	June 30, 2020	5 p.m. (Pacific Time Zone)
TCERA Review of RFP Submissions	June 30 - July 15, 2020	
Selection of Finalists	July 16, 2020	
Vendor Interviews (est.)	August 3 - 7, 2020	
Vendor Selection (est.)	August 10 - 14, 2020	
Project Commencement (est.)	TBD	
Project Conclusion (est.)	TBD	

Section 13: Addenda

TCERA may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify TCERA in writing no later than three days before the deadline for submitting proposals. Failure of a bidder to receive or acknowledge receipt of any addendum shall not relieve the bidder of the responsibility for complying with the terms thereof.

Section 14: Notice Regarding the California Public Records Act and the Brown Act

All proposals submitted in response to this RFP will become the exclusive property of TCERA. Proposals will not be returned to the respondent and will be subject to public disclosure pursuant to the California Public Records Act (California Government Code Sections 6250 et seq., the "Act"). The Act provides generally that all records relating to a public agency's business are open to public inspection and copying, unless specifically exempted under one of several exemptions set forth in the Act.

If a respondent believes that any portion of its proposal is exempt from public disclosure under the Act, such portion must be marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY." Such information must be provided in a SEPARATE document and should not be included in the primary RFP response. TCERA will not publicly disclose any portions so designated, provided that such designation is, in TCERA's reasonable discretion,

in accordance with applicable law. Proposals marked in their entirety as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” will not be honored, and TCERA will not deny public disclosure of all or any portion of proposals so marked. By submitting a proposal with specifically selected portions marked “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” respondent represents that it has a good faith belief that such material is exempt from disclosure under the Act, and respondent agrees to reimburse TCERA for, and to indemnify, defend and hold harmless TCERA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever (collectively, “Claims”) arising from or relating to TCERA’s non-disclosure of any such designated portions of respondent’s proposal; and (b) any and all Claims arising from or relating to TCERA’s public disclosure of any such designated portions of respondent’s proposal if TCERA reasonably determines disclosure is deemed required by law, or if disclosure is ordered by a court of competent jurisdiction.

In addition to the foregoing, TCERA Board of Retirement and committee meetings are subject to California open meeting requirements set forth in the Ralph M. Brown Act (Gov. Code §§ 54950-54962) (the “Brown Act”). Respondent’s proposal and/or contract (if the respondent is selected) may be presented or discussed at a public meeting of the TCERA Board of Retirement (or at a Board committee meeting). Among other things, that means that, regardless of whether respondent marks portions of its proposal as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY,” that information may be discussed or presented at a meeting that is open to the public under the Brown Act.

Section 15: Engagement Agreement

The selected vendor will be required to execute a formal contract acceptable to both parties.

Section 16: General Conditions

This RFP is not an offer to contract. Acceptance of a proposal neither commits TCERA to award a contract to any respondent even if all requirements stated in this RFP are met, nor does it limit TCERA’s right to negotiate the terms of an engagement agreement in TCERA’s best interest, including requirement of terms not mentioned in this RFP. TCERA reserves the right to contract with a respondent for reasons other than lowest price. Failure to comply with the requirements of this RFP may subject the proposal to disqualification. Publication of this RFP does not limit TCERA’s right to negotiate for the services described in this RFP. If deemed by TCERA to be in its best interests, TCERA may negotiate for the services described in this RFP with a party that did not submit a proposal. TCERA reserves the right to choose to not enter into an agreement with any of the respondents to this RFP.

Section 17: Reservations by TCERA

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

1. Cancel this RFP, in whole or in part, at any time.
2. Make such investigation as it deems necessary to determine the respondent’s ability to furnish the required services, and the respondent agrees to furnish all such information for this purpose as TCERA may request.

3. Reject the proposal of any respondent who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a timely manner, or for any other reason in TCERA's sole discretion.
4. Waive irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award.
5. Award a contract, if at all, to the firm which will provide the best match to the requirements of the RFP and the service needs of TCERA in TCERA's sole discretion, which may not be the proposal offering the lowest fees.
6. Reject any or all proposals submitted in response to this RFP.
7. Determine the extent, without limitation, to which the services of a successful respondent are or are not actually utilized.
8. The information that a respondent submits in response to this RFP becomes the exclusive property of TCERA. TCERA will not return any proposal or reimburse proposal preparation or submission expenses.

Section 18: Non-Discrimination Requirement

By submitting a proposal, the respondent represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition.

TCERA appreciates your time and looks forward to receiving your proposal.

All RFP packages should be submitted to:

Tulare County Employees Retirement System
Attention: Leanne Malison
136 N Akers Street
Visalia, CA 3291

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

Because TCERA will be sending and receiving private/sensitive data, please review and address the security questions noted below. The response can be as specific as desired in order to answer these typical data security concerns.

Security Questions: Security Basics

- Do you have in-house IT staff or outsourced? Who is responsible for on-going maintenance of your IT infrastructure?
- Do you have dedicated IT Security personnel? Do you contract third party IT Security services?
- Do you conduct background checks on employees, contractors and consultants?

- Do you conduct annual mandatory security awareness training for all users of your network?
- How do you assess your employee's understanding of your security policies?
- What type of security monitoring do you have in place?
- Do you engage a vendor or service to routinely scan your networks internally and externally for known security vulnerabilities? Do you fix these vulnerabilities in a timely manner?
- Do you hire reputable security firms to conduct security penetration tests of your network at least annually? Do you fix identified security issues in a timely manner? Do you notify clients of known security vulnerabilities?
- What is your annual budget for IT Security and Compliance over the past five years? What percentage of your annual budgets does this represent?
- What is your companies' password security policy?
- Does your infrastructure reside solely in the United States? Do you have components or services that reside outside the United States?

Security Questions: Data Security

- What data encryptions and security protocols do you use to enable clients to provide their data? Please describe the process, noting your security protocols, for how data is uploaded and transferred from your clients to you, and how it is eventually stored on your system(s).
- Is client data backed up? And if so, where are the backups located in relation to the original data? How is the backup data transferred? Who has access to the data?
- How is client data segregated from other client data?
- How long is client data stored? What is your retention policy for client data?
- What type of physical and logical controls on access to data do you employ?
- If a client's contract with you expires or if a client terminates their contract with you, is their data destroyed or returned to the client?
- If data is purged or destroyed, how is this done, what technologies are used, and what certifications do you provide to "prove" that a client's data has been removed and no longer resides with you and/or can be accessed by anyone?
- What Data Security Regulation(s) do you follow and adhere to? What Security Policies do you have in place?
- What Notification procedures do you have in place? If a suspected data breach has occurred, how soon to do notify clients?
- How often do your clients and vendors assess your data security?
- How do you conduct and assess physical security?
- Do you have cyber-security insurance? If so, how much?

Security Questions: Portal Security (for content management)

- Is your web portal application in house developed or a third party developed (of the shelf) application?
- Is your web portal hosted in-house or hosted by third party vendor?
- Is there redundant connectivity to allow multiple client connections without limiting bandwidth?
- Who is responsible for maintenance and on-going support of the web-portals?
- How often are updates performed to the web-portals, both in terms of software and hardware?
- How often is the system down on average for system failures and scheduled repairs or updates?
- How do you notify clients of schedule or unscheduled system maintenance?

- Do you have a service level agreement for clients that include the level of uptime/availability with penalties for non-compliance?
- What is your technical/customer support model if clients need assistance accessing the site or encounter errors with portal functional? Do you provide after-hours support?

Business Continuity and Disaster Recovery

- Do you have a Business Continuity Disaster Recovery plan for the products and services we would receive from you? How often is it reviewed? How often is it updated? How often is it tested?
- Does your Business Continuity Disaster Recovery plan address loss of technology, loss of resources, loss of facilities, and loss of one or more of your vendors?
- What strategies have you put in place in order to respond to the loss of critical resources for the products and/or services your clients receive from you? How do you communicate to your clients if there is a disruption of service?
- What is your recovery time objective for the resources for the products and/or services your clients receive from you?
- Do you evaluate your vendors' preparedness as part of your business continuity or risk management functions?
- In the past 12 months, have you conducted an employee Business Continuity/Disaster Recovery training exercise of the systems needed to provide your product and/or services? If so, can you share the results?
- Is your organization able to operate effectively when key locations are closed?
- If your service is limited due to a disruption, how will clients be prioritized?
- What is your backup policy?

Website Hosting and Support

- Describe your hosted solution service offerings.
- How much storage space do you offer?
- How much bandwidth do you offer? Is there load balancing in place? Are there excessive bandwidth charges?
- How and by whom are your servers monitored?
- Do you provide SSL?
- Do you provide multiple add-on domains?
- How many customers are on each server?
- What is your average monthly uptime for the past 12 months?
- What is your downtime history? How are notifications handled in cases of unscheduled downtime?
- How often do service upgrades occur, resulting in scheduled downtime? How are notifications handled in cases of scheduled downtime?
- What are you accountable for in terms of an outage?
- How responsive is your customer services and tech support?
- How easy is it to upscale or downscale services if needed?

Termination Provisions

- If contract is terminated, what happens to TCERA's data? How does TCERA retrieve its data? What cost for professional services are involved?

Appendix B: Required Contract Provisions

Attached are TCERA's General Terms and Conditions as prescribed by the County of Tulare. Any references to "COUNTY" shall be referenced as Tulare County Employees' Retirement Association or TCERA in the proposed contract.