

**SAN FRANCISCO CITY AND COUNTY  
EMPLOYEES' RETIREMENT SYSTEM**

**REQUEST FOR PROPOSALS FOR  
WEBSITE SUPPORT AND MAINTENANCE**

**DATE: January 31, 2025**

**DEADLINE FOR SUBMISSION: MARCH 28, 2025, 5:00 P.M. (PACIFIC TIME)**

# City and County of San Francisco

## San Francisco City and County Employees' Retirement System

### Request for Proposals for: SFERS Website/Portal Maintenance and Support

This Solicitation can be viewed on the Retirement System's website at:  
<https://mysfers.org/about-sfers/request-for-proposal/>



Proposal Phase	Tentative Date
Request for Proposals Issued	1/31/2025
Written Questions and Proposed Changes to City's Contract Terms Due Date	2/21/2025
Proposal Due Date	3/28/2025
Short-Listing Notification for Oral Interviews	4/25/2025
Oral Interviews	5/5/2025 – 5/8/2025
Notice of Intent to Award	5/12/2025
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	[Krishan Tuteja] [IT Director], SFERS [1145 Market St., 6th floor] Phone: (415) 487-7016 Email: Krishan.tuteja@sfgov.org

#### **Attachments**

- Attachment 1: City's Contract Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: Optional (CMD LBE Forms)
- Attachment 4: Omitted (Written Proposal Template)
- Attachment 5: Omitted (Price Proposal Template)
- Attachment 6: HCAO and MCO Declaration Forms
- Attachment 7: Omitted (First Source Hiring Form)

### **MANDATORY MINIMUM QUALIFICATION DOCUMENTATION**

Proposers must submit with their proposal documents in support of each Minimum Qualification (MQ) listed below. A proposal that fails to provide the following documentation will not be eligible for further consideration.

MQ #	Description
<b>MQ1</b>	The contractor must have at least five (5) years of experience in website/portal maintenance and support. Any response that does not demonstrate that the respondent meets these minimum requirements by the deadline for submittal of responses will not be eligible for award of the contract.
<b>MQ2</b>	Proposer's proposed changes to Attachment 1, City's Contract Terms, by the Written Questions and Proposed Changes to City's Contract Terms Due Date.
<b>MQ3</b>	Completed Attachment 2, Proposer Questionnaire and References.
<b>MQ4</b>	Completed Attachment 4, Proposer's Written Proposal.
<b>MQ5</b>	Completed Attachment 5, Proposer's Price Proposal.
<b>MQ6</b>	Completed Attachment 6, HCAO and MCO Declaration Forms.

## Table of Contents

<b>I. Introduction and Solicitation Schedule</b>	<b>1</b>
A. Introduction	1
B. Anticipated Contract Term	1
C. Anticipated Contract Not to Exceed Amount	1
D. Indefinite Quantity, As-Needed Contract	1
E. Cooperative Agreement	2
F. Solicitation Schedule	2
G. Contract Terms and Negotiations	2
<b>II. Goods and Services Requested</b>	<b>2</b>
A. Goods and/or Services Requested	2
<b>II. MAINTENANCE AND TECHNICAL SUPPORT GOALS</b>	<b>5</b>
A. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited	7
B. Reserved	8
C. Reserved	8
D. Reserved	8
<b>II. Local Business Enterprise (LBE) Program Requirements</b>	<b>8</b>
A. CMD Compliance Officer	8
B. Application of LBE Rating Bonuses	8
C. LBE Subcontracting Participation Requirements	9
D. Reserved.	9
E. Reserved.	9
<b>III. PROPOSAL EVALUATION CRITERIA</b>	<b>9</b>
<b>I. MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED WITH PROPOSAL (PASS/FAIL)</b>	<b>9</b>
<b>II. WRITTEN PROPOSAL (75 POINTS)</b>	<b>10</b>
<b>III. PRICE PROPOSAL (Pass/Fail)</b>	<b>13</b>
A. Price Proposal Format and Allocation of Points	13
B. Price Proposal Evaluation Period	14
C. Price Discrepancies	14
D. Proposing on Separate Items or in Aggregate(s)	14
E. Reserved.	14
<b>IV. ORAL INTERVIEWS (25 POINTS)</b>	<b>14</b>
<b>V. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION</b>	<b>15</b>
<b>VI. FAILURE TO PROVIDE INSURANCE AND/OR BONDS</b>	<b>15</b>
<b>VII. CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS</b>	<b>15</b>
A. Nondiscrimination Requirements	16
B. Payment of Prevailing Wages	Error! Bookmark not defined.
C. Health Care Accountability Ordinance (HCAO)	16
D. Minimum Compensation Ordinance (MCO)	16
E. First Source Hiring Program	Error! Bookmark not defined.
F. Reserved	16
G. Non-Profit Entities	16
H. Other Social Policy Provisions	17
<b>VIII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS</b>	<b>17</b>
A. How to Register as a City Supplier	17

<b>B. Proposal Questions and Submissions</b>	17
<b>C. RFP Addenda</b>	18
<b>D. Public Disclosure</b>	18
<b>E. Limitation on Communications During Solicitation</b>	18
<b>F. Proposal Selection Shall not Imply Acceptance</b>	19
<b>G. Cybersecurity Risk Assessment</b>	19
<b>H. Solicitation Errors and Omissions</b>	19
<b>I. Objections to Solicitation Terms</b>	19
<b>J. Protest Procedures</b>	20
<b>K. Proposal Term</b>	20
<b>L. Revision to Proposal</b>	20
<b>M. Proposal Errors and Omissions</b>	21
<b>N. Financial Responsibility</b>	21
<b>O. Proposer’s Obligations under the Campaign Reform Ordinance</b>	21
<b>P. Reservations of Rights by the City</b>	21
<b>Q. No Waiver</b>	22
<b>R. Other</b>	22

## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

#### **1. General**

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the San Francisco City and County Employees’ Retirement System (hereinafter, “SFERS”), a department of the City and County of San Francisco (hereinafter the “City”). The City is seeking qualified suppliers (“Proposers”) to provide proposals for full ongoing maintenance and upkeep of the mySFERS platform, including software upgrades (to WordPress, plugins, and integrations), editorial support, and addressing bug and issue reports, and as needed, security and accessibility audits for the existing SFERS website.

The City may order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

#### **2. Selection Overview**

The City shall award a contract to the Proposer that meets the Minimum Qualifications (“MQ”) of this Solicitation whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

### **B. Anticipated Contract Term**

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of 3 years. The City at its sole, absolute discretion, shall have the option to extend the term for 2 additional years for a total of 5 years.

### **C. Anticipated Contract Not to Exceed Amount**

The not to exceed (“NTE”) amount for a contract awarded pursuant to this Solicitation cannot be anticipated at the time of this Solicitation but shall be based on the selected Proposal. This amount is based on City’s estimated spend over the advertised contract term. Should City’s actual spend exceed its estimated spend, City may in its sole discretion increase the contract NTE accordingly. **OR** This amount shall be based on Proposer’s anticipated cost for the deliverables identified herein. Should City’s actual spend exceed Proposer’s anticipated cost for the deliverables identified herein, City may in its sole discretion increase the contract NTE accordingly.

### **D. Indefinite Quantity, As-Needed Contract**

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of goods or services for any of the Proposers selected for contract negotiations or for the awarded Proposer(s). Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City

may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

**E. Cooperative Agreement**

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

**F. Solicitation Schedule**

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other pertinent information posted on SFERS’s website.

<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	1/31/2025
Written Questions and Proposed Changes to City’s Contract Terms Due Date	2/21/2025
Proposal Due Date	3/28/2025
Short-Listing Notification for Oral Interviews	4/25/2025
Oral Interviews	5/5/2025 – 5/8/2025
Notice of Intent to Award	5/12/2025
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City’s issuance of a Notice of Intent to Award.

**G. Contract Terms and Negotiations**

The successful Proposer will be required to enter into a contract substantially in the form attached hereto as Attachment 1, City’s Contract Terms. **If Proposer is unable to accept City’s Contract Terms substantially in the form presented, Proposer shall include a revised copy of City’s Contract Terms with its Proposal.** The revised copy of City’s Contract Terms must clearly:

- (1) Mark those sections to which it objects;
- (2) Set forth Proposer’s alternative terms with respect to each such section; and
- (3) Explain the basis for each proposed change.

If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the next highest-ranking score.

**II. GOODS AND SERVICES REQUESTED**

**A. Goods and/or Services Requested**

This Solicitation is being issued by SFERS. SFERS is seeking qualified Proposers to provide Proposals for full ongoing maintenance and upkeep of the mySFERS platform, including software upgrades (to WordPress, plugins, and integrations), monitoring and handling system alerts, editorial support, and addressing bug and issue reports, and as needed, security and

accessibility audits for the existing SFERS website in accordance with Appendix A, Scope of Work, to City's Contract Terms (Attachment 1).

## **I. INTRODUCTION AND SCOPE OF MAINTENANCE AND TECHNICAL SUPPORT**

The City and County of San Francisco Employees' Retirement System ("SFERS") is governed by the Charter of the City and County of San Francisco. The Retirement System staff is responsible for administering two employee benefit programs for approximately 81,000 members (35,000+ active, 33,000+ retired and 13,000+ inactive) for the City and County of San Francisco: San Francisco Employees' Retirement System (a \$36 billion public defined benefit plan) and San Francisco Deferred Compensation Program (an IRS §457(b) Plan).

SFERS is seeking the services of an experienced website maintenance and support vendor to provide ongoing technical support, WordPress expertise, and as needed, security and accessibility audits for the existing SFERS website. The vendor will be responsible for full ongoing maintenance and upkeep of the mySFERS platform, including software upgrades (to WordPress, plugins, and integrations), monitoring and handling system alerts, editorial support, and addressing bug and issue reports, for the existing and future features and functions of the SFERS website.

The existing SFERS website, [www.mysfers.org](http://www.mysfers.org), provides educational and informational content about the SFERS pension plan and the system's business activities, and individual account data for our members through a secure member portal.

Because of our member portal's growing popularity, we desire to upgrade it with new state-of-the-art features and functions that will improve the user experience and offer more self-service capability to minimize the need for members to visit our office in person. The successful Proposer will also maintain any features and functions added during the contract period.

List of existing features and functions:

- Display Individual account data
- Display and print member annual account statements/tax forms and advice notices
- Print account/pension verification letters
- Online appointment scheduler
- Benefit estimate calculators
- Online beneficiary forms
- Edit email and cell phone/update address (retired members only)
- Transaction history

Examples of additional features and functions we desire include:

- Securely host beneficiary information that members can update in real-time
- Display and store member statements and annual tax forms
- Securely message individual members and/or member groups
- The ability to complete and submit individual forms and form packets, such as our enrollment and retirement packets and receive confirmation of receipt of those forms
- Enroll new SFERS members



- Securely upload documents to and download from our member portal (e.g. trust docs and court orders)
- Automate the confirmation process when a member makes a change in their portal account such as an address change

You may submit interest and information to provide ongoing maintenance and support for the existing SFERS website. Determination of compliance with minimum qualifications and selection of a finalist is solely and exclusively within the judgment of SFERS and may be made solely based on SFERS' evaluation of a candidate's suitability.

Thus, the vendor chosen to provide ongoing maintenance and technical support must have substantial experience and expertise with WordPress, cybersecurity standards, and accessibility requirements.

## II. MAINTENANCE AND TECHNICAL SUPPORT GOALS

### Objectives

1. To identify and contract experienced and expert partner(s) to provide ongoing maintenance and technical support for the SFERS website.
2. To apply timely software upgrades (to WordPress, plugins, and integrations) and reduce system vulnerabilities.
3. To ensure that website is monitored, and all technical issues and alerts are handled promptly and effectively with proper communication to SFERS team.
4. To support Disaster Recovery (DR) exercises.
5. To provide support and reports for Access Controls.
6. To ensure all online transactions are secure.
7. To certify all website and portal elements meet ADA requirements.
8. To receive a high-quality client experience.

The current SFERS website was recently refreshed in March 2023 and provides a user-friendly and professional aesthetic. The mySFERS member portal was implemented in 2014 and provides members access to their own personal SFERS account data.

In the portal, active SFERS members can view their credited service, annual compensation, member account balance, and annual member statements, as well as the ability to opt in or out of receiving annual statements by mail. They can also calculate an estimate of their benefits using one of two benefit calculators: service retirement and vesting.

Retired members can edit their mailing address, view and print 1099-R tax forms, pension verification letters, and monthly direct deposit advice, and opt in or out of receiving direct deposit advice by mail.

### Website Technical Environment (current)

#### **Host Operating System**

- **Linux**

#### **Web Server**

- PHP 8.1
- Apache 2.4.62
- MariaDB 10.6.19-1

#### **WordPress Core**

- Version 6.6.2

#### **WordPress plugins**

- block-library version 1.1.2
- capsman version 1.3.2
- cms-tree-page-view version 1.6.8
- wordpress-fieldmanager version 1.6.1
- members version 3.2.10
- s3-uploads version 3.0.3
- safe-redirect-manager version 2.1.2
- stream version 4.0.2
- the-events-calendar version 6.6.4.1
- events-calendar-pro version 7.0.3
- two-factor version 0.9.1
- user-switching version 1.8.0
- wp-mail-smtplib version 4.1.1
- wp-saml-auth version 2.1.4
- duplicate-post version 4.5
- object-cache.php 2.1.0

#### Cloudflare

- Subscription: Business plan

#### Development Tools

*Note: Development tools can vary between engineers. These are just some of the most common tools.*

- VSCode
- Docker
- Local WP
- GitHub Copilot
- Composer
- NPM

#### Languages

- PHP
- JavaScript
  - Node.js
  - React
  - Redux
- CSS
  - Sass
- HTML

Data is uploaded to and downloaded from the website via XML formatted files.

### Developer Process/Steps and Rate of Pay

1. Confirm at least one technical expert will be available to work on SFERS maintenance and support priorities.
2. Provide Rate of pay (e.g. \$ per hour) and any additional fees.

### Alternative Options

1. We encourage you to suggest other features, functions and/or, technology as per your expertise, as applicable.

### Services required after selection

1. The selected vendor(s) will be required to meet regularly (in person or virtually) with the SFERS' Portal Project Team to discuss and plan the project and to provide progress reports as needed.
2. In conjunction with performance expectations under the approved contract, the vendor(s) may be required to attend additional progress meetings (in person or virtually). In the event the vendor(s) is not in conformance with the contract, these meetings will be provided at no additional cost to SFERS.
3. At the completion of each testing period, both the contracted vendor(s) and the SFERS' Portal Project Team will sign off on acceptance (or failure). The contracted vendor(s) will have 10 calendar days to correct items requiring remedy.

### **A. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited**

#### Compliance and Compatibility:

1. The website and portal must provide high-speed upload/download times for both low and high-speed computers typically used by the general public.
2. The portal must meet the City's ADA requirements (to be provided), in line with the SFERS general website, providing the same level of service that we do to the general public to individuals with visual, hearing, motor, or cognitive disabilities.
3. The portal must meet the City's cybersecurity standards for personal identified information (PII) (see Appendix X-CCSF Risk Assessment)
4. The site must be designed to function effectively with common versions of software and hardware (identified in your response).
5. All documents, including maps and tables, should be in HTML, Portable Document Format (pdf), or in a format approved by the SFERS IT Director to provide ease of viewing, printing, and downloading, and in alternate ADA-acceptable download formats.
6. The website and portal must be compatible with current versions of commonly used Internet browsers, and usable on tablets and smartphones. Please identify the proposed compatibility with your response.
7. The website and portal will have the capacity for language translation and for users to manipulate text size.

8. Users will have the ability to upload a personal image.

Prior to submitting a Proposal in response to this Solicitation, Proposers must ensure they have fully read and understood the “Regulatory and Compliance Requirements” set forth below and in [Attachment 1, City’s Contract Terms].

**B. Reserved**

**C. Reserved**

**D. Reserved**

**II. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM (OPTIONAL)**

**A. CMD Contact Information**

Contract Monitoring Division  
 City and County of San Francisco  
 Tel: 415.581.2310  
 Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd)

**B. Application of LBE Rating Bonuses**

SFERS strongly encourages responses from qualified Local Business Enterprises (LBEs) as defined in Chapter 14.B of the San Francisco Administrative Code. Pursuant to Chapter 14.B, the following rating “discount” (score multiplier bonus) will be in effect for the award of this project for any responding vendors who are certified by the City’s Human Rights Commission (HRC) as a LBE or joint venture partners who are certified as a LBE at the time that the proposal is submitted. Certification applications may be obtained by calling HRC at 415-252-2500. The rating discount applies to each phase of the selection process.

LBE Rating Bonuses shall be applicable at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

1. **Reserved**
2. **General and Professional Services**

<b>Estimated Contract Value</b>	<b>Small/Micro LBEs Rating Bonus</b>	<b>SBA LBEs Rating Bonus</b>
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Proposer’s participation or, for Professional Services, an JV Proposer’s participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

**3. Professional Services by Joint Ventures**

<b>Estimated Contract Value</b>	<b>Small/Micro LBE Subcontracting Level</b>	<b>Rating Bonus</b>
---------------------------------	---	---------------------

Greater than \$10,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%
If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.		

**C. LBE Subcontracting Participation Requirements**

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation. SFERS strongly encourages responses from qualified Local Business Enterprises (LBEs) as defined in Chapter 14.B of the San Francisco Administrative Code.

**D. Reserved.**

**E. Reserved.**

**III. PROPOSAL EVALUATION CRITERIA**

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Minimum Qualifications Documentation	Pass/Fail
Written Proposal	75 Points
-Experience of Firm and Sub-contractors	30 points
-Project Approach	30 points
-Assigned Project Staff	15 points
Price Proposal	Pass/Fail
Oral Interview	25 points
<b>TOTAL</b>	<b>100 Points</b>

**I. MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED WITH PROPOSAL (PASS/FAIL)**

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc.... to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section.

**This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

<b>MQ #</b>	<b>Description</b>
<b>MQ1</b>	The contractor must have at least five (5) years of experience in website/portal maintenance and support. Any response that does not demonstrate that the respondent meets these minimum requirements by the deadline for submittal of responses will not be eligible for award of the contract.
<b>MQ2</b>	Proposer’s proposed changes to Attachment 1, City’s Contract Terms, by the Written Questions and Proposed Changes to City’s Contract Terms Due Date.
<b>MQ3</b>	Completed Attachment 2, Proposer Questionnaire and References.
<b>MQ4</b>	Completed Attachment 4, Proposer’s Written Proposal.
<b>MQ5</b>	Completed Attachment 5, Proposer’s Price Proposal.
<b>MQ6</b>	Completed Attachment 6, HCAO and MCO Declaration Forms.

## **II. WRITTEN PROPOSAL (75 POINTS)**

### **A. Minimum Qualifications**

The contractor must have at least five (5) years of experience in website/portal maintenance and support.

Any response that does not demonstrate that the respondent meets these minimum requirements by the deadline for submittal of responses will not be eligible for award of the contract.

### **B. Selection Criteria**

The responses will be evaluated by SFERS staff. SFERS intends to evaluate the responses in accordance with the criteria itemized below. Up to three (3) of the firms with the highest-scoring responses may be interviewed to make the final selection.

#### **1. Experience of Firm and Sub-contractors (30 points)**

10% - Expertise of the firm and sub-contractors in the fields necessary to complete the tasks.

10% - Quality of recently completed projects, including adherence to schedules, deadlines, and budgets.

5% - Experience with similar projects.

5% - Results of reference checks.

#### **2. Project Approach (30 points)**

10% - Stability of ownership, business strategy, and resources sufficient to meet RFP needs.

10% - Personnel (depth, experience of current staff and outside resources).

10% - Years of experience and ability to meet SFERS' specific needs.

### 3. Assigned Project Staff (15 points)

10% - Professional qualifications and recent experience of staff assigned to the project.

5% - Description of the tasks to be performed by each staff person, workload, staff availability and accessibility.

### 4. Oral Interview (25 points)

Following the evaluation of the written responses, SFERS may select up to three (3) contractors who will be invited to an oral interview. The interview will consist of standard questions asked of each of the respondents and specific questions regarding each individual response.

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth **below**.

**Responses must be submitted and received by Proposal due date and time, as follows: an electronic file via e-mail and three (3) printed copies in a sealed envelope clearly marked "Website/Portal Maintenance and Support RFP".**

Responses are to be mailed to:

Krishan Tuteja  
Information Systems Director  
San Francisco Employees' Retirement System  
Attn: Portal Design/Website Maintenance and Support RFP  
1145 Market Street, 6th Floor San Francisco, CA 94103  
e-mail: [Krishan.Tuteja@sfgov.org](mailto:Krishan.Tuteja@sfgov.org)

The individual(s) who is (are) authorized to bind the Respondent contractually must sign a Transmittal Letter, which will be considered an integral part of the vendor response. This Transmittal Letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Respondent's firm. **An unsigned cover letter shall cause the vendor response to be rejected.** This Transmittal Letter must include the following:

- The Respondent's name, address, telephone number, and email address.
- The Respondent's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual(s) signing the Transmittal Letter.
- The name, title or position, and telephone number of the primary contact for the RFP, if different from the individual(s) signing the cover letter.
- A statement expressing the Respondent's willingness to perform the services as described in this RFP.



- A statement expressing the Respondent’s availability of staff and other required resources for performing all services and providing all deliverables within specified time frames.
- A statement that no officer, member, employee or agent of SFERS has any known personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.
- A statement that the firm acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record.
- A description of the firm’s professional relationships involving SFERS, the State of California, or its political subdivisions for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest.

Any questions concerning this RFP or the RFP process should be directed to Krishan Tuteja, at (415) 487-7016.

***When completing the firm’s response to this Request for Information, it is necessary to be as clear, accurate, and complete as possible in your responses. Providing incomplete or misleading data may lead to disqualification of the response.***

All responses become the property of SFERS and will not be returned to the respondent. There is no expressed or implied obligation for SFERS to reimburse responding firms for any expenses incurred in preparing responses to this request.

#### **A. Format and Content of Responses/Evaluation and Selection Criteria**

Completeness, brevity, and clarity are important. Respondents should submit all information requested in this RFP and do so in the specified format. Responses not meeting format requirements or that are incomplete may be rejected. Providing incomplete or misleading data may lead to disqualification of the response.

Firms interested in responding to this RFP must submit the following information, in the order specified below:

#### **1. Introduction and Executive Summary**

Submit a letter of introduction and executive summary of the response. A person authorized by your firm to obligate your firm to perform the commitments contained in the response must sign the letter. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal. **An unsigned letter shall cause the vendor response to be rejected.** This Letter must include the following:

- a. Name, title or position, mailing address, email address, and telephone number of the primary contact person. Provide the address of the local office that will service this account if applicable.
- b. Federal Employer Identification Number and Corporate Identification Number, if applicable.

Any questions concerning this RFP or the RFP process should be directed to Krishan Tuteja, at (415) 487-7016.

#### **2. Project Approach**

Describe the services and activities that your firm proposes to provide for SFERS. Include the following information:

- a. Overall scope of work tasks;
- b. Schedule and ability to complete the project within the City's required time frame (a realistic timeline for completion of each phase of the project); and
- c. Assignment of work within your firm's work team.

### **3. Firm Qualifications**

Provide information on your firm's background and qualifications which addresses the following:

- a. Name, address, and telephone number of a contact person;
- b. A brief description of your firm, as well as how any joint venture or association would be structured;
- c. A description of not more than five projects similar in size and scope prepared by your firm including the client's name and telephone number, staff members who worked on each project, budget, schedule, and project summary. Descriptions should be limited to one page for each project. If joint contractors or sub-contractors are proposed provide the above information for each.
- d. Explain any potential for "conflict" your firm would have in servicing the San Francisco Employees' Retirement System. "Conflict" may include, consulting relationships, employee relationships, fee relationships with money managers, brokerage relationships, etc. Describe procedures in place that would mitigate or eliminate potential conflicts of interest.

### **4. Team Qualifications**

Provide a list identifying:

- a. (i) Each key person on the project team, (ii) the project manager, (iii) the role each will play in the project, and (iv) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without SFERS' prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

### **5. References**

Provide references for the lead firm, and all sub-contractors, including the name, address, and telephone number of no less than three (3) and no more than five (5) clients.

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth **below**.

## **III. PRICE PROPOSAL (Pass/Fail)**

### **A. Price Proposal Format and Allocation of Points**

SFERS intends to award this contract to the firm that it considers will provide the best overall services. SFERS reserves the right to accept other than the lowest-priced offer and to reject any

proposals that are not responsive to this request. Please provide a fee proposal in a sealed envelope that includes the following:

- a. Total fee for each feature and function identified in the Scope of Work with a not-to-exceed figure; and
- b. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Price Proposal consisting of each item set forth **below or**.

#### **B. Price Proposal Evaluation Period**

The City will attempt to evaluate Price Proposals within one-hundred eighty (180) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

#### **C. Price Discrepancies**

Where applicable, if there is a discrepancy between the Price Proposal and pricing entered by Proposer into the website, the Price Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

#### **D. Proposing on Separate Items or in Aggregate(s)**

**Single Aggregate:** This Solicitation will result in the evaluation and award of one Aggregate consisting of one or more lines on the Price Proposal. The proposed price for the Aggregate shall equal the total cost of all line items within that Aggregate and shall be evaluated against other Price Proposals, after being reduced by any applicable LBE discounts, Local Tax discounts and/or Prompt Payment discounts.

#### **E. Reserved.**

### **IV. ORAL INTERVIEWS (25 POINTS)**

The Evaluation Panel will hold oral interviews with Proposers that have met the Minimum Qualifications and whose Written Proposals received a score of at least 60 Points. Prior to Oral interviews, the City will send a letter to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers' key/lead team members and to exclude, for example, sub-consultants on multiple teams. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers' and key/lead team members' qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers **at least one week prior to the date of interview** to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer's responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

**V. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION**

Proposers must provide each Required Supporting Documentation (“RSD”) identified below prior to Award. Failure to do so may result in the Proposal being deemed Non-Responsive.

<b>RSD1</b>	Evidence that Proposer is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
<b>RSD2</b>	<b>Completed Proposal Attachments:</b> <input checked="" type="checkbox"/> Attachment 6: HCAO and MCO Declaration Forms
<b>RSD3</b>	Insurance in accordance with Article 5 of Attachment 1, City’s Contract Terms.
<b>RSD4</b>	<b>Non-Profit Entities:</b> If Proposer is a non-profit organization and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds: (1) a statement describing Proposer’s efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and (2) a summary and disposition of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect.  <i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent agreement reached on the basis of the Proposal.</i>

**VI. FAILURE TO PROVIDE INSURANCE AND/OR BONDS**

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer’s surety and collect on the Proposer’s bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection). The proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

**VII. CITY’S SOCIAL AND ECONOMIC POLICY REQUIREMENTS**

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City (“Social and Economic Policy Requirements”). These Social and Economic Policy Requirements can be found in Attachment 1, City’s Contract Terms, which Proposers are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

**A. Nondiscrimination Requirements**

A Proposer selected pursuant to this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in the San Francisco Labor and Employment Code Articles 131 and 132. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

**B. Reserved.**

**C. Health Care Accountability Ordinance (HCAO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121. For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

**D. Minimum Compensation Ordinance (MCO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

**E. Reserved**

**F. Reserved**

**G. Non-Profit Entities**

To receive a contract under this Solicitation, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of

contract execution and must remain in good standing during the term of the agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

#### **H. Other Social Policy Provisions**

Attachment 1, City's Contract Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

### **VIII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

#### **A. How to Register as a City Supplier**

The following requirements pertain only to Bidders not currently registered with the City as a Supplier.

**Step 1:** Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

#### **B. Proposal Questions and Submissions**

##### **1. Proposer Questions and Requests for Clarification**

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date. A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the SFERS website: <https://mysfers.org/about-sfers/request-for-proposal/>

##### **2. Proposal Format**

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or

content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

### 3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must email their complete Proposals to: [krishan.tuteja@sfgov.org](mailto:krishan.tuteja@sfgov.org). Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

#### C. RFP Addenda

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the SFERS website. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

**THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.**

#### D. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, the City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

#### E. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their

subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, board member, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

#### **F. Proposal Selection Shall not Imply Acceptance**

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

#### **G. Cybersecurity Risk Assessment**

As part of the City's evaluation process, the City may engage in a Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing the City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, a CRA may also be required for the prime contractor or reseller.

To conduct a CRA, the City may collect as part of this Solicitation process one of the following two reports:

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time the City has selected or is considering a potential Proposer. The reports will be evaluated by SFERS and the City's Department of Technology to identify existing or potential cyber risks to the City. Should such risks be identified, the City may afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to the City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

#### **H. Solicitation Errors and Omissions**

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

#### **I. Objections to Solicitation Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.



## **J. Protest Procedures**

### **1. Protest of Non-Responsiveness Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **2. Protest of Non-Responsible Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **3. Protest of Contract Award**

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **4. Delivery of Protests**

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

## **K. Proposal Term**

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

## **L. Revision to Proposal**

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal Due Date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written

clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

**M. Proposal Errors and Omissions**

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

**N. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

**O. Proposer's Obligations under the Campaign Reform Ordinance**

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated, and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:415-252-3100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

**P. Reservations of Rights by the City**

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

**Q. No Waiver**

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or act on Proposer's failure to comply with this Solicitation.

**R. Other**

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
  - a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment, location, and personnel location to properly perform all services called for under the Purchase Order; and
  - c. Delivery time(s).
2. The City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid the City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
4. City reserves the right to reject any Proposal on which the information submitted by the Proposer fails to satisfy the City and/or if the Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

**City and County of San Francisco  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685**

**Software Maintenance Agreement  
between San Francisco City and County Employees' Retirement System,  
a department of the City and County of San Francisco, and**

**[Insert name of contractor]  
[Insert agreement number, if any]  
  
[Insert PeopleSoft Contract ID]**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco ("City"), State of California, by and between [name of Contractor] ("Contractor") and City and Department (defined below).

**Recitals**

WHEREAS, the San Francisco City and County Employees' Retirement System ("Department" and "SFERS") wishes to procure full ongoing maintenance services and upkeep for the existing SFERS website from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled Request for Proposals for SFERS Website/Portal Maintenance and Support issued by SFERS; and

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 "City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and SFERS

1.3 "Contractor" means [insert name and address of contractor].

1.4 "Documentation" means the technical publications relating to the use of the Licensed Software, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.

1.5 “Errors, Defects and Malfunctions” means either a deviation between the function of the Software and the Documentation furnished by Contractor for the Software, or a failure of the Software which degrades the use of the Software.

1.6 “Fix” means repair or replacement of source, object or executable code in the Software to remedy an Error, Defect or Malfunction.

1.7 “Licensed Software” or “Software” means one or more of the proprietary computer software programs identified in Appendix A, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by City from Contractor, whether in machine-readable or printed form.

1.8 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.9 “Party” or “Parties” means, respectively, City and Contractor either individually or collectively.

1.10 “Patch” means a temporary repair or replacement of code in the Software to remedy an Error, Defect or Malfunction. Patches may be made permanent and released in Subsequent Releases of the Software.

1.11 “Priority Category” means a priority assigned to an Error, Defect or Malfunction, designating the urgency of correcting an Error, Defect or Malfunction. Assignment of a Priority Category to an Error, Defect or Malfunction is based on City’s determination of the severity of the Error, Defect or Malfunction and Contractor’s reasonable analysis of the priority of the Error, Defect or Malfunction.

1.12 “Priority Protocol” means a priority based on the Priority Category, rules specifying the turnaround time for correcting Errors, Malfunctions and Defects; escalation procedures, and personnel assignment.

1.13 “Subsequent Release” means a release of the Software for use in a particular operating environment which supersedes the Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.

1.14 “Support Services” means the Software support service required under this Agreement. Support Services include correcting an Error, Defect or Malfunction; providing telephone and/or online support concerning the installation and use of the Software; training in the installation and use of the Software; on-site consulting and application development services; detection, warning and correction of viruses; and disabled/disabling code.

1.15 “Upgrade” means either an enhancement to the Software code to add new features or functions to the system or software programming revisions containing corrections to Errors, Defects and Malfunctions that have been reported by users or discovered by the Contractor.

1.16 “Warranty Period” means a period commencing with the installation of the Software product during which reported Errors, Defects and Malfunctions for Software products are corrected without charge in accordance with the provisions below.

1.17 “Workaround” means a change in the procedures followed or end user operation of the software to avoid an Error, Defect or Malfunction without significantly impairing functionality or degrading the use of the Software.

Whenever the words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood as the direction, requirement, or permission of SFERS. The words “sufficient,” “necessary,” or “proper,” and the like, mean sufficient, necessary or proper in the judgment of SFERS, unless otherwise indicated by the context.

## **Article 2 Term of the Agreement**

2.1 **Term.** The term of the Software Maintenance Agreement shall commence on [insert Contractor’s start date] and expire on [insert expiration date], unless earlier terminated as otherwise provided herein.

2.2 **Options to Extend.** City has the option to renew the Agreement for a period of three (3) one-year additional periods. City may exercise this option at City’s sole and absolute discretion by modifying this Agreement as provided in Section 12.5, “Modification of this Agreement.” Extensions may be for the whole or partial period provided for above.

## **Article 3 Financial Matters**

### **3.1 Certification of Funds; Budget and Fiscal Provisions.**

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs.** City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 12.5, “Modification of this Agreement.”

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 **Compensation.**

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.**

(a) The amount of this Agreement shall not exceed [insert whole dollar amount in numbers and words], the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

(b) **RESERVED.**

(c) **Annual Maintenance and Support Charges.** Annual maintenance and Support Services charges shall not increase more than [insert percentage] % of the rate of the year immediately prior to such increase. Contractor will make maintenance and Support Services available to City for a minimum of [insert number] years.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 **Withhold Payments.** If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 **Invoice Format.** Invoices submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **RESERVED.**

3.3.6 **Getting paid by City for Goods and/or Services.**

(a) City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](http://SFCityPartner.sfgov.org).

(b) At the option of City, Contractor may be required to submit invoices directly in City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

**3.3.7 RESERVED.**

**3.3.8 Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within thirty (30) calendar days, measured from (i) the rendering of the Services, or (ii) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) **RESERVED.**

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

## **Article 4 [License**

**4.1 Grant of License.** The Parties hereby acknowledge City's previous payment of the applicable one-time license fee, receipt of which is hereby acknowledged by Contractor, Contractor did grant and continues to grant City a non-exclusive and non-transferable perpetual license to use the Licensed Software listed in Appendix A. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software.]

## **Article 5 Services and Resources**

**5.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the maintenance and Support Services provided for in this Agreement. Officers and employees of City are not authorized to request and City is not required to compensate for Services beyond those stated.



5.2 **Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

5.3 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. [Use the following sentence and list desired subcontractors if a specific contractor is required for services – otherwise omit:] City’s execution of this Agreement constitutes its approval of the subcontractors listed below and/or in appendices.

5.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

5.4.1 **Independent Contractor.** For the purposes of this Section 5.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

5.4.2 **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall

be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 5.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

**5.4.3 Assignment.** The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

## **Article 6      Software Maintenance**

### **6.1      Maintenance and Support Services.**

**6.1.1 Maintenance and Support Services.** After Acceptance of the Licensed Software and subject to the terms, conditions, and charges set forth in this Section 6.1.1, Contractor will provide City with maintenance and Support Services for the Licensed Software as follows: (i) Contractor will provide such assistance as necessary to cause the Licensed Software to perform in accordance with the Specifications as set forth in the Documentation; (ii) Contractor will provide, for City's use, whatever improvements, enhancements, Upgrades, extensions and other changes to the Licensed Software Contractor may develop; and (iii) Contractor will update the Licensed Software, as required, to cause it to operate under new versions or releases of the operating system specified in this Agreement so long as such updates, or Upgrades, are made generally available to Contractor's other licensees.

**6.2** During the term of this Maintenance Agreement, Contractor will furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

**6.2.1 Priority 1:** An Error, Defect or Malfunction which renders the Software inoperative; or causes the Software to fail catastrophically.

**6.2.2 Priority 2:** An Error, Defect or Malfunction which substantially degrades the performance of the Software, but does not prohibit City's use of the Software.

**6.2.3 Priority 3:** An Error, Defect or Malfunction which causes only a minor impact on the use of the Software.

6.3 Contractor will furnish Error, Defect or Malfunction correction in accordance with the following protocols:

6.3.1 **Priority 1 Protocol:** Within two hours, Contractor assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Contractor shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Subsequent Release. Contractor will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.

6.3.2 **Priority 2 Protocol:** Within four hours, Contractor assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Contractor's staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Software maintenance release.

6.3.3 **Priority 3 Protocol:** Contractor may include a Fix or Patch in the next Software major release.

6.4 **Hotline Support.** Contractor shall provide remote access hotline support to City to help City answer routine questions with respect to the use of the Software. Contractor also shall provide remote access hotline support to City to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions. Hotline support shall be made available by phone between the hours of 8 a.m. and 6 p.m. Pacific time Monday through Friday, except legal holidays. Hotline support shall be available by electronic bulletin board, electronic mail or other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction in a Software Product.

## Article 7 Insurance and Indemnity

### 7.1 Insurance.

7.1.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage.**

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$10,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability Insurance, with limits of \$20,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Cyber and Privacy Liability Insurance with limits of not less than \$20,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, PHI or other PII, stored or transmitted in electronic form.

#### 7.1.2 **Additional Insured.**

(a) The Commercial General Liability Insurance policy must include as Additional Insured City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.

7.1.3 **Waiver of Subrogation.** The Workers' Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

#### 7.1.4 **Primary Insurance.**

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

#### 7.1.5 **Other Insurance Requirements.**

(a) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for

which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to City address set forth in Section 12.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

## 7.2 Indemnification.

7.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation,

reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

7.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

7.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Maintenance Agreement.

7.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

## **Article 8 Liability of the Parties**

8.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 ("PAYMENT") OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

8.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

8.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

## **Article 9 Payment of Taxes**

9.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

9.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a “possessory interest” for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

9.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

## Article 10 Termination and Default

10.1 **Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination (“Notice of Termination”). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (“Termination Date”). In the event of such termination, Contractor will be paid for those services performed, pursuant to this Maintenance Agreement, to the satisfaction of City up to the date of termination. In no event will City be liable for costs incurred by Contractor after receipt of notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Maintenance Agreement, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not authorized or reasonable under this section.

10.2 **Termination for Cause.** In the event Contractor fails to perform any of its obligations under this Maintenance Agreement, this Maintenance Agreement may be terminated and all of Contractor’s rights hereunder ended. Termination will be effective after ten days written notice to Contractor. In the event of such termination, Contractor will be paid for those services performed under this Maintenance Agreement to the satisfaction of City, up to the date of termination. However, City may offset from any such amounts due Contractor any costs City has or will incur due to Contractor’s non-performance. Any such offset by City will not constitute waiver of any other remedies City may have against Contractor for financial injury or otherwise.

10.3 **Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to City, this Maintenance Agreement may be terminated by City upon ten days’ written notice. Such termination does not waive any other legal remedies available to City.

10.3.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims	Article 9	Payment of Taxes
5.5	Assignment	11.3	Alcohol and Drug-Free Workplace
Article 7	Insurance and Indemnity	12.10	Compliance with Laws

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor, or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

**10.3.2 Default Remedies.** On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii) any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.



10.3.3 Any notice of default must be sent in accordance with Section 12.1 (“Notices to the Parties”).

10.4 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

**10.5 Rights and Duties upon Termination or Expiration.**

10.5.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	10.3.2	Default Remedies
3.4	Audit and Inspection of Records	10.4	Non-Waiver of Rights
3.5	Submitting False Claims	12.7	Agreement Made in California; Venue
5.3	Subcontracting	12.8	Construction
5.4	Independent Contractor; Payment of Employment Taxes and Other Expenses	12.9	Entire Agreement
5.5	Assignment	12.10	Compliance with Laws
Article 7	Insurance and Indemnity	12.11	Severability
8.1	Liability of City	12.12	Protection of Private Information
8.3	Liability for Incidental and Consequential Damages	12.15	Provisions Controlling
Article 9	Payment of Taxes		

10.5.2 Subject to the survival of the Sections identified in Section 10.5.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City of any deliverables created for City pursuant to this Agreement, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Maintenance Agreement.

**10.6 Consideration of Criminal History in Hiring and Employment Decisions.**

10.6.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at

<http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.6.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

## **Article 11 Additional Requirements Incorporated by Reference**

11.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 11, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/).

11.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify City if it becomes aware of any such fact during the term of this Agreement.

11.3 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

11.4 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a

candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**11.5 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

## **Article 12 General Provisions**

**12.1 Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:           **San Francisco City and County Employees’ Retirement System  
1145 Market Street, 5th Floor  
San Francisco, CA 94103  
ret-it.contract@sfgov.org  
(415) 487-7000  
Attn: Director of Information Technology**

To Contractor: **[insert name of contractor, mailing address, and e-mail address]**

Any notice of default must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

### **12.2 Compliance with Laws Requiring Access for People with Disabilities.**

12.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

12.2.2 Contractor shall adhere to the requirements of (i) the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), (ii) Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), (iii) Section 255 of the Communications Act Guidelines, (iv) the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>), and (v) the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as amended from time to time. Contractor shall ensure that all information content and technology provided under this Agreement fully conforms to the applicable Revised 508 Standard, as amended from time to time, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

12.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

12.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

12.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

12.6 **Dispute Resolution Procedure.**

12.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

12.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

12.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

12.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

12.9 **Entire Agreement.** This contract, including the appendices, sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 12.5, “Modification of this Agreement.”

12.10 **Compliance with Laws.** Contractor shall keep itself fully informed of the City’s Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

12.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

12.12 **Confidential Information.** In the performance of Services, Contractor may have access to City’s proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

12.13 **Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

12.14 **Prohibition on Political Activity with City Funds.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

12.15 **Provisions Controlling.** The Parties agree that this Agreement, including all appendices, sets forth the Parties’ complete agreement. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement. If the appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City’s terms and Contractor’s printed terms, City’s terms shall take precedence. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.

12.16 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

**CITY**

**CONTRACTOR**

Recommended by:

[company name]

\_\_\_\_\_  
Alison Romano  
Chief Executive Officer - Chief Investment Officer  
San Francisco City and County Employees'  
Retirement System

\_\_\_\_\_  
[name of authorized representative]  
[title]  
[optional: address]  
[optional: city, state, ZIP]

City Supplier Number: [Supplier Number]

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
[name of Deputy City Attorney]  
Deputy City Attorney

**Appendices**

- A: [Licensed Software Description]
- B: Calculation of Charges

# Appendix A

## Licensed Software Description



## **Appendix B Calculation of Charges**

In accordance with Article 3 of this Agreement, Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Article 3, Section 3.3, of this Agreement.

**Sourcing Event [SFERS Website Maintenance]  
Attachment 2  
Proposer Questionnaire and References**

**Part I  
Proposer Information**

Name of Firm:	
Headquarter Address:	
Phone No.:	
Toll Free Phone No.:	
Contact Name & Title:	
E-mail:	
SF Supplier ID:	
Federal Tax ID:	
Payment Terms:	
Person Preparing Bid:	
Local Representative Name and Number:	

Contact Information:

Telephone:	
Email:	
Website:	
24-hour Emergency Number:	

**Part II  
Proposer Questionnaire**

Question	Yes	No
----------	-----	----

<b>1. Do you certify that you have complied and will continue to comply with Section I (G) of this Solicitation entitled “Limitation on Communications during Solicitation”?</b>											
<b>2. Have you registered as a Bidder or Supplier, through the Supplier Portal (<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>)?</b> If yes, what is your Bidder ID or Supplier ID? _____											
<b>3. Has your company enrolled with Paymode-X to receive electronic payments from the City?</b> <a href="https://www.paymode.com/city_countyofsanfrancisco">https://www.paymode.com/city_countyofsanfrancisco</a>											
<b>4. Have you registered your business with the San Francisco Treasurer &amp; Tax Collector as required prior to submission of any Proposal?</b>  <i>Enter your Business Tax Registration ID here:</i> _____											
<b>5. Are you claiming LBE preference on this solicitation per Chapter 14B?</b> To claim LBE preference for this solicitation, you must be certified in one or more of the LBE certification categories by the Proposal Due Date:											
<b>6. List each subcontractor directly performing services on this contract. If none, enter none. Add additional rows as needed.</b>  <table border="1" data-bbox="159 1003 1338 1171"> <thead> <tr> <th data-bbox="159 1003 646 1104">Subcontractor’s Full Legal Business Name</th> <th data-bbox="646 1003 870 1104">% of work to be performed</th> <th data-bbox="870 1003 1338 1104">If this subcontractor is an LBE, enter its LBE Certification Number. Otherwise enter “N/A”.</th> </tr> </thead> <tbody> <tr> <td data-bbox="159 1104 646 1171"> </td> <td data-bbox="646 1104 870 1171"> </td> <td data-bbox="870 1104 1338 1171"> </td> </tr> <tr> <td data-bbox="159 1171 646 1234"> </td> <td data-bbox="646 1171 870 1234"> </td> <td data-bbox="870 1171 1338 1234"> </td> </tr> </tbody> </table>	Subcontractor’s Full Legal Business Name	% of work to be performed	If this subcontractor is an LBE, enter its LBE Certification Number. Otherwise enter “N/A”.								
Subcontractor’s Full Legal Business Name	% of work to be performed	If this subcontractor is an LBE, enter its LBE Certification Number. Otherwise enter “N/A”.									
<b>7. Can you comply with the terms set forth in Attachment 1, City’s Proposed Agreement Terms?</b> If you reply NO, you must submit a redline copy of any proposed changes.											
<b>8. Have you entered a price on all line items in the PeopleSoft Sourcing Event in accordance with the instructions in the Solicitation?</b>											
<b>9. Have you submitted with your Proposal all the <u>Minimum Qualification Documentation</u> outlined in the accompanying solicitation document?</b> If you reply NO to any document, please explain.											
<b>10. Have you submitted with your Proposal all the <u>Required Supporting Documentation</u> outlined in the accompanying solicitation document?</b> If you reply NO to any document, please explain.											
<b>11. Have you submitted with your Proposal a <u>Price Proposal</u> that complies with the requirements of the accompanying solicitation document?</b> If you reply NO to any document, please explain.											

**12. Have you submitted with your Proposal a Written Proposal that complies with the requirements of the accompanying solicitation document?**  
If you reply NO to any document, please explain.

--	--

**Part III**  
**Proposer References**

All proposers, including current Contractor, must provide references for at least three (3) organizations of the approximate size and volume comparable to commodities and/or services described in this Solicitation. Upon request, successful proposer(s) may also be required to submit a letter of reference from each reference listed within five (5) days of notification. Failure to do so may result in rejection of proposal.

1. Name of Company	
Address (street, city, state, zip)	
Contact Name	
Phone No.	
Email	
Number of Years Providing Service	
2. Name of Company	
Address (street, city, state, zip)	
Contact Name	
Phone No.	
Email	
Number of Years Providing Service	
3. Name of Company	
Address (street, city, state, zip)	
Contact Name	
Phone No.	
Email	
Number of Years Providing Service	

**Part IV**  
**Proposer Release of Liability for References**

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **SFERS Website Maintenance** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

**Part V.**  
**Proposer Certification of Truth, Accuracy, and Completeness**

I certify that based on information and belief formed after reasonable inquiry, the statements and information contained in this document are true, accurate, and complete. Additionally, by submitting this bid/proposal, I attest that I have reviewed and accepted all terms found in this solicitation, any and all addenda issued to this solicitation, and City's contract terms.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

**Sourcing Event [SFERS Website Maintenance]  
Attachment 6  
Health Care Accountability Ordinance (HCAO) &  
Minimum Compensation Ordinance (MCO) Declaration Forms**





### Health Care Accountability Ordinance (HCAO) Declaration

**What the Ordinance Requires.** The Health Care Accountability Ordinance (HCAO), which became effective July 1, 2001, requires Contractors that provide services to the City or enter into certain leases with the City, and certain Subcontractors, Subtenants and parties providing services to Tenants and Subtenants on City property, to provide health plan benefits to Covered Employees, or make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to Employees.

The HCAO applies only to Contractors with at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department(s) and have more than 20 Employees (50 Employees for non-profit organizations) including Employees of any parent or subsidiaries.

The City may require Contractors to submit reports on the number of Employees affected by the HCAO.

**Effect on City Contracting.** For contracts and amendments signed on or after July 1, 2001, the HCAO requires the following:

- Each contract must include terms ensuring that the Contractor will agree to abide by the HCAO and either to provide its employees with health plan benefits meeting the Minimum Standards set forth by the Director of Health or to make the payments required by the HCAO;
- All City Contractors must agree to comply with the requirements of the HCAO unless the Contracting Department has obtained an approved exemption or waiver under the HCAO from the Office of Labor Standards (OLSE).
- Contractors must require any Subcontractors subject to the HCAO to comply with the HCAO:

**The Purpose of This Declaration.** By submitting this declaration, you are providing assurances to the City that, beginning with the first City contract or amendment you receive after July 1, 2001 and until further notice, you will either provide the health plan benefits meeting the Minimum Standards to your covered employees or make the payments required by the HCAO, and will ensure that your Subcontractors also abide by these requirements. **If you cannot provide this assurance, do not return this form.**

**To obtain more information regarding the HCAO,** Visit our website, which includes links to the complete text of the HCAO, at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao); send an e-mail to [HCAO@sfgov.org](mailto:HCAO@sfgov.org); or call (415) 554-7903.

**Where to Send this Form.** Submit this form via San Francisco's centralized vendor portal [sfcitypartnersupport@sfgov.org](mailto:sfcitypartnersupport@sfgov.org) or call the Supplier Support Desk at 415-944-2442, Ext 1

### Declaration

In order to be a certified vendor with the City and County of San Francisco, the company named below will either provide, if applicable, health benefits specified in the HCAO to our covered employees or make the payments required by the HCAO, and will ensure that our subcontractors that are subject to the HCAO also comply with these requirements, until further notice. The company named below will provide such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Bidder/Supplier # - if known

\_\_\_\_\_  
Company Name

( ) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Federal Employer ID #



### Minimum Compensation Ordinance (MCO) Declaration

**What the Ordinance does.** The Minimum Compensation Ordinance (MCO) became effective October 8, 2000, and was later amended by the Board of Supervisors, with an effective date for the amendments of October 14, 2007. The MCO requires City contractors and subcontractors to pay Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

The MCO applies only if you have at least \$25,000 in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

**Effect on City contracting.** For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor **only if** the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

**What this form does.** If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City's contracting process.

If you cannot make this assurance now, please do not return this form.

**For more information,** (1) see our Website, including the complete text of the ordinance: [www.sfgov.org/olse](http://www.sfgov.org/olse), (2) e-mail us at: [MCO@sfgov.org](mailto:MCO@sfgov.org), (3) Phone us at (415) 554-7903.

**Where to Send this Form.** Submit this form via San Francisco's centralized vendor portal [sfcitypartnersupport@sfgov.org](mailto:sfcitypartnersupport@sfgov.org) or call the Supplier Support Desk at 415-944-2442, Ext 1

### Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Bidder/Supplier # - if known

\_\_\_\_\_  
Company Name

( ) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Federal Employer ID #