

**City and County of San Francisco  
Deferred Compensation RFP – Bidders Q&A  
December 17, 2025**

**GENERAL**

1. **Please confirm how the SFDCP would like hard copy proposals submitted via binder clip, rubber band, or single staple in addition to a 3-ring binder.**
  - a. Please submit hard copy proposals via a three-ring binder using three-hole recycled paper, print double-sided to the maximum extent practical, use recycled paper that is comprised of minimum of 30% post-consumer materials. If necessary, binder clips, rubber bands, or a single staple may be used to keep the document together within the three-ring binder.
2. **Please confirm that the 2025 General Questionnaire (over 500 pages) is not required as part of the hardcopy or flash drive submission.**
  - a. Confirmed, the general questionnaire is not required as part of the hardcopy or flash drive submission.
3. **We noticed that included with the RFP materials was the RFP and Q&A from the Website Portal Design and Development RFP that was conducted earlier this year. Is this purely an internal website? What is SFDCP expectation in how the new recordkeeper would integrate with the website, how would this website integrate with the recordkeeper's participant website?**
  - a. The webpage that houses the SFDCP TPA RFP is the general RFP webpage which contains active SFERS' RFPs. The Website Portal Design RFP is not affiliated with the SFDCP TPA RFP. That RFP can be disregarded as it is not applicable to the SFDCP TPA RFP.

**Managed Accounts**

4. **Can you provide the amount currently in Managed Accounts?**
  - a. As of 10/31/2025, participant assets within Managed Accounts totaled \$513,717,196.

**Administration**

5. **Please provide the following current data: Total Active Participants with a balance, Total Terminated Participants with a balance.**
  - a. As of 11/30/2025:
    - Total active participants with a balance: 24,493
    - Total terminated participants with a balance: 12,648
6. **The Retirement System Description of SFDCP references language requirements include Chinese and Spanish. Can you please confirm what types of communications this is required for? For example: Call Center support, any printed/electronic**

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**communications, Participant website/app? Additionally, this document stated there were 52 customized communications for 2024. Can you please provide additional details on what these communications consisted of?**

- a. Call center translation services are expected. Foreign languages are not required for communication materials/seminars/literature, but may be requested. Please provide information on translation services available for Chinese and Spanish communications and any associated fees. Additionally, please provide information on translation capabilities such as the website, VRU, etc.
- b. Resources currently available to SFDCP participants in other languages include:
  - Call Center: Includes a dedicated team of bilingual representatives and a voice response system to support Spanish. Support is also available for other languages.
  - Digital web experience: Digital content and tools — including the myOrangeMoney® interactive educational experience — can be translated to Spanish.
  - Onsite: The local Retirement Counselor team has bilingual representatives.
  - General Resources: Live educational webinars, on demand videos, and educational materials in Spanish.
- c. Customized Communications from 2024 consisted of:
  - SFDCP flyers and brochures (Plan Highlights, Distribution Options, Retirement Counselor bio's)
  - Periodic communications (quarterly SFDCP newsletters, annual contribution limit flyers and emails)
  - Marketing campaign materials (National Retirement Security Month, Targeted mid-year mailing)
  - Customized webinars

**7. Please confirm company email addresses are provided on the payroll file. If not, please confirm they will be going forward.**

- a. Employees do not have a uniform “company” email address and therefore it is not provided on the payroll file. The incumbent currently collects personal email addresses from participants and uses that email for electronic delivery of communications depending on participant preferences.

**8. Are you satisfied with the amount of onsite and virtual meetings provided by your current recordkeeper? If not, what level of engagement would you prefer to meet your goals?**

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- a. From 2021 through 2024, group meetings and individual counseling sessions have steadily increased as noted in the table below.

In general, the SFDCP has been pleased with the increase in the number of meetings, especially considering the post-COVID environment. The SFDCP is striving to increase both group and individual meetings by 3% annually.

Year	Group Meetings	Individual Counseling Sessions
2021	277	5,564
2022	317	5,523
2023	579	7,789
2024	710	9,297

**9. What administrative challenges exist today that you are looking to resolve with a change in recordkeeper?**

- a. Although most administrative duties are efficiently executed, areas which can be improved upon include:
- 1) The Loan Default process - Including timing of quarterly reports, required payments and dollar amounts to bring the loan current, and general timeliness in execution of quarterly loan defaults.
  - 2) Unforeseeable Emergencies (UE's) – Having staff members of the TPA (call center reps, local Retirement Counselors, etc.) better prepared and more familiarized with the SFDCP UE process.
  - 3) Local Retirement Counselor turnover
  - 4) Payroll Contributions – Reconciliation and managing to a calendar.

**Terms and Fees**

- 10. Under item VIII on page 6 of the RFP, RSD 2 mentions Insurance coverage and refers to Article 5 of the SFDCP Contract Terms. The SFDCP Contract Terms attached in ProposalTech only display Article 1. Please advise if there are additional Articles to review or provide these if inadvertently omitted.**
- a. Please find attached the insurance requirements for this contract. If a Proposer's insurance coverage is different from the described requirements, Proposer shall indicate the discrepancy in coverage and describe Proposer's insurance coverage.

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**11. For RSD1, which requires evidence of compliance with San Francisco Labor and Employment Code Articles 131 and 132, will the City accept excerpts from Empower’s Code of Conduct and Employee Handbook — specifically the sections addressing non-discrimination, equal employment opportunity, and equal benefits — as sufficient evidence of compliance? If not, what does the City prefer or suggest as appropriate evidence for this requirement?**

- a. If necessary, Proposer will register its business with City’s Office of the Treasurer and Tax Collector, and submit a declaration of compliance under Article 131 of City’s Labor and Employment Code with City’s Contract Monitoring Division ([https://url.avanan.click/v2/r01/\\_\\_\\_https://www.sf.gov/comply-equal-benefits-program\\_\\_\\_YXAzOnNmZHQyOmE6bzowYmQ5ZWRlZDUyMzY4YTU4ZDdkYzczN2NlZjEyOWVvKNT03OmFhODY6M2FiMTI1MDZjMzc5NTE4OWM1NGQwZDMYy2FkYTY5NWRhYWYwYTMwYTI3NWNkNmE4ODJhMDBlMjFIMzgxMjU3OTp0OIQ6Tg](https://url.avanan.click/v2/r01/___https://www.sf.gov/comply-equal-benefits-program___YXAzOnNmZHQyOmE6bzowYmQ5ZWRlZDUyMzY4YTU4ZDdkYzczN2NlZjEyOWVvKNT03OmFhODY6M2FiMTI1MDZjMzc5NTE4OWM1NGQwZDMYy2FkYTY5NWRhYWYwYTMwYTI3NWNkNmE4ODJhMDBlMjFIMzgxMjU3OTp0OIQ6Tg)).

Alternatively, it would be acceptable for Proposers to provide excerpts from their policies and/or handbooks with relevant sections highlighted, indicating compliance with San Francisco Labor and Employment Code Articles 131 and 132 as required by the SFDCP’s Contract Terms.

**Data Feeds**

**12. Can you please confirm the number of participants which pension integrations (referenced on page 4 of the SFDCP Request for Proposals document) are desired?**

- a. Please assume all employees eligible for participation which is 36,928 as of 11/30/25

**13. Regarding 6.10.8 in the Questionnaire, please provide a sample of the data requirements needed for the Total Comp Statement. How often does SFDCP request this information be provided?**

- a. This is a contemplated service, and there is no total compensation or total benefits statement provided at this time. As such, we do not have requirements or frequency.

**Insurance and Indemnity**

**1.1 Insurance.**

**1.1.1 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 \$5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

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(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 Liability Insurance, 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 \$25,000,000 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 \$10,000,000 for each claim and each loss] or [which is included in the Professional Liability Insurance and Cyber and Privacy Insurance]. 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 \$10,000,000 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, protected health information or other personally identifying information, stored or transmitted in electronic form.

**1.1.2 Additional Insured.**

(a) The Commercial General Liability Insurance policy must include as Additional Insured the 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.

**1.1.3 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.

**1.1.4 Primary Insurance.**

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(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.

**1.1.5 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 \_\_\_\_].

(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.