

City and County of San Francisco

San Francisco City and County Employees' Retirement System

Request for Proposals for: Consulting Services for Pension Administration System (PAS) Replacement

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	10/30/2026
Written Questions and Proposed Changes to City's Contract Terms Due Date	11/6/2026 5:00 PM PT
Proposal Due Date	1/8/2027 5:00 PM PT
Short-Listing Notification for Oral Interviews	2/5/2027
Oral Interviews	2/17/2027 – 3/3/2027
Notice of Intent to Award	3/19/2027
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:	Information Systems Director, San Francisco City and County Employees' Retirement System, a department of the City and County of San Francisco 1145 Market St., 5th floor Phone: (415) 487-7016 Email: ret-it.contract@sfgov.org

MANDATORY MINIMUM QUALIFICATION DOCUMENTATION	Proposers <u>must</u> submit the necessary documentation with their proposals to demonstrate they meet every Minimum Qualification (MQ) requirement set forth in <u>Section 6</u> of this solicitation. A proposal that fails to provide the required documentation will not be eligible for further consideration.
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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)
- Attachment 8: Omitted (Vendor Attestation of Digital Accessibility Compliance)
- Attachment 9: Omitted (WCAG Information Factsheet)
- Attachment 10: Omitted (Sweatfree Contracting Form P-12U-A)

Table of Contents

1	RFP SUMMARY.....	1
1.1	Introduction	1
1.2	Selection Overview.....	1
1.3	Anticipated Contract Term	1
1.4	Anticipated Contract Not to Exceed Amount.....	1
1.5	Reserved.....	2
1.6	Reserved.....	2
1.7	Contract Terms and Negotiations.....	2
2	SOLICITATION SCHEDULE	2
3	REQUIREMENTS FOR REQUESTED GOODS AND SERVICES.....	3
3.1	Goods and/or Services Requested	3
3.2	Reserved.....	11
3.3	Reserved.....	11
3.4	Reserved.....	11
3.5	Reserved.....	11
4	LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS (OPTIONAL)	11
4.1	CMD Contact Information	11
4.2	Application of LBE Rating Bonuses.....	11
4.3	LBE Subcontracting Participation Requirements.....	13
4.4	Reserved.....	13
4.5	Reserved.....	13
5	PROPOSAL EVALUATION CRITERIA.....	13
6	MINIMUM QUALIFICATIONS AND DOCUMENTATION REQUIRED WITH PROPOSAL (PASS/FAIL).....	13
7	WRITTEN PROPOSAL (65 POINTS).....	14
8	PRICE PROPOSAL (10 POINTS)	18
8.1	Price Proposal Format and Allocation of Points.....	18
8.2	Price Proposal Evaluation Period	19
8.3	Reserved.....	19
8.4	Proposing on Separate Items or in Aggregate(s).....	19
8.5	Reserved.....	20

9 ORAL INTERVIEWS (25 POINTS)	20
10 SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION	20
11 FAILURE TO PROVIDE INSURANCE AND/OR BONDS	21
12 CITY’S SOCIAL AND ECONOMIC POLICY REQUIREMENTS	21
12.1 Nondiscrimination Requirements (“Equal Benefits”)	21
12.2 Reserved.....	22
12.3 Health Care Accountability Ordinance (HCAO)	22
12.4 Minimum Compensation Ordinance (MCO)	22
12.5 Reserved.....	22
12.6 Reserved.....	23
12.7 Non-Profit Entities.....	23
12.8 Other Social Policy Provisions	23
13 TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS	23
13.1 How to Register to propose and be awarded a City Contract.....	23
13.2 Proposal Questions and Submissions	24
13.3 RFP Addenda	25
13.4 Public Disclosure	25
13.5 Limitation on Communications During Solicitation	26
13.6 Proposal Selection Shall not Imply Acceptance	26
13.7 Cybersecurity Risk Assessment	26
13.8 Solicitation Errors and Omissions.....	27
13.9 Objections to Solicitation Terms	27
13.10 Protest Procedures.....	27
13.11 Proposal Term	28
13.12 Revision to Proposal.....	28
13.13 Proposal Errors and Omissions	28
13.14 Financial Responsibility	28
13.15 Proposer’s Obligations under the Campaign Reform Ordinance.....	29
13.16 Reservations of Rights by the City.....	29
13.17 No Waiver.....	30
13.18 Other	30

1 RFP Summary

1.1 Introduction

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”). SFERS is seeking qualified suppliers (each a “Proposer” or “Respondent”) to provide proposals (“Proposal”) for consulting services to assist with the strategy, discovery, procurement, and implementation oversight of a new Pension Administration System (PAS). The selected Consultant will be SFERS’ independent strategy and implementation advisor. The selected consulting firm will help protect SFERS’ interests and provide expertise, guidance, quality assurance, and continuity throughout the PAS modernization effort.

“PAS Vendor” means the software provider/system implementer ultimately selected through the future PAS procurement.

SFERS shall 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.

1.2 Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications 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.

1.3 Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of three (3) years. The City at its sole, absolute discretion, shall have the option to extend the term for three (3) additional years for a total of six (6) years.

1.4 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 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.

1.5 Reserved.

1.6 Reserved.

1.7 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:

- (A) Mark those sections to which it objects;
- (B) Set forth Proposer's alternative terms with respect to each such section; and
- (C) 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.

2 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 published pertinent information.

Proposal Phase	Tentative Date
Request for Proposals Issued	10/30/2026
Written Questions and Proposed Changes to City's Contract Terms Due Date	11/6/2026 5:00 PM PT
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3 Requirements for Requested Goods and Services

3.1 Goods and/or Services Requested

This Solicitation is being issued by SFERS. SFERS is seeking qualified Proposers to provide Proposals for professional services to assist with the strategy, approach, discovery, procurement, and implementation oversight of a new Pension Administration System (PAS), in accordance with Appendix A, Scope of Services, to City's Contract Terms (Attachment 1).

Overview:

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 83,000 members (36,000+ active, 34,000+ retired, and 13,000+ inactive) for the City and County of San Francisco: San Francisco Employees' Retirement System (a \$41 billion public defined benefit plan) and San Francisco Deferred Compensation Program (an IRS §457(b) Plan).

The SFERS Systems Division manages the City and County of San Francisco's Pension Administration System, which includes Oracle/PeopleSoft Core Human Resources, Base Benefits, Payroll and Pension Administration.

Our current PAS is a heavily customized implementation of Oracle/PeopleSoft Pension Administration, also utilizing limited HR and Base Benefits modules, and the North American Payroll system for retiree payroll. Due to high maintenance costs, diminishing availability of specialized skillsets, and lack of significant product innovation from the original vendor, we are undertaking a modernization effort to replace the current system with a SaaS-based, modern, secure, and scalable platform that incorporates advanced process automation, member self-service capabilities, Robotic Process Automation (RPA), and AI-driven capabilities. The current PAS interfaces with internal and external systems including payroll/HR sources, banking/payment services, member portal services, ECM/document management, financial systems, and other City or third-party systems.

SFERS also operates a public-facing member portal that provides digital self-service capabilities for active employees, retirees, and beneficiaries. Additionally, SFERS stores member documents in an Enterprise Content Management (ECM) system.

This RFP seeks to engage a Consultant with proven experience in guiding public-sector defined-benefit retirement systems through:

1. Planning, Discovery and Documentation
2. Strategic PAS Modernization Roadmap
3. SaaS-based PAS RFP Development
4. PAS vendor evaluation and selection
5. PAS Contracting and Implementation Mobilization Support

6. Data readiness and migration planning
7. Project oversight and advisory during implementation

The scope of services includes, but is not limited to:

3.1.1 Planning, Discovery and Documentation

- Develop strategy, approach and plan for the project.
- Conduct an in-depth assessment of the existing PeopleSoft-based PAS and its bolt-ons.
 - Identify and document all SFERS pension rules, policies, calculations, and business processes, including nuances by member group (e.g., active employees, retirees, continuants, terminated vested).
 - Document integrations, customizations, interfaces, inbound/outbound data flows, and security roles.
 - Inventory and analyze historical data, including timelines and formats.
 - Confirm readiness, scope, procurement strategy, governance, and project approach.

3.1.2 Strategic PAS Modernization Roadmap

- Develop a Strategic PAS Modernization Roadmap based on the findings from the discovery and assessment activities.
- Define the recommended future-state capabilities and overall approach for replacing the existing PAS.
- Identify the recommended procurement and implementation strategy, major project phases, dependencies, resource requirements, organizational readiness activities, data readiness activities, governance structure, key risks, and major decision points.
- Identify activities that SFERS should complete before issuance of the PAS RFP and before commencement of implementation.
- Present the roadmap and recommendations to SFERS leadership and incorporate SFERS feedback into the final roadmap.

3.1.3 SaaS-based PAS RFP Development

- Assist in drafting a detailed RFP for a modern, SaaS-based Pension Administration System.
 - Functional and technical requirements

- Data migration and integration needs
- System performance expectations, scalability requirements, Service level agreements (SLAs)
- Compliance with public sector IT security standards
- Implementation timeline and milestones
- Change management and training components

3.1.4 PAS Vendor Evaluation and Selection Support

- Recommend evaluation criteria and scoring methodology.
- Facilitate PAS vendor Q&A sessions, demonstrations, and scoring workshops.
- Support SFERS staff in evaluation, demonstrations, due diligence, reference checks, negotiations, and final selection.

3.1.5 PAS Contracting and Implementation Mobilization Support

- Support SFERS during contract and statement-of-work development and negotiations.
- Assist in defining deliverables, acceptance criteria, implementation milestones, data-conversion cycles, governance, staffing commitments, payment milestones, service levels, change-control procedures, implementation responsibilities, and implementation readiness.

3.1.6 Data Readiness and Migration Planning

- Inventory and profile the data contained in the existing PAS and other relevant source systems.
- Assess data quality and identify missing, incomplete, inconsistent, duplicate, invalid, or obsolete data.
- Identify data ownership and work with SFERS to establish responsibility for data-quality decisions and remediation.
- Develop a data-cleansing and remediation plan, including priorities, responsibilities, dependencies, and recommended timelines.
- Recommend which historical data should be migrated to the new PAS and which data should be retained through an archival or other historical-access solution.
- Develop a preliminary data-migration strategy addressing extraction, cleansing, transformation, mapping, validation, reconciliation, and

acceptance. Develop a roadmap for data readiness aligned with the future system architecture.

- Define recommended data reconciliation and acceptance criteria for future conversion cycles.
- Identify data-related risks that could affect procurement, implementation schedule, cost, or successful migration.
- Advise SFERS on data-remediation activities that should begin before selection and implementation of the new PAS.
- Provide ongoing data-readiness advisory support through procurement and implementation.
- Develop recommendations for retention, archival access, reporting, audit support, and eventual decommissioning of the legacy PAS and associated components following successful implementation of the new system.
- Identify requirements and controls for securely extracting, transferring, storing, analyzing, and disposing of SFERS data used during data profiling, remediation, migration planning, testing, and conversion activities.

3.1.7 Implementation Oversight and Advisory

- Provide independent oversight throughout implementation of the new system.
- Provide quality assurance, governance, and subject-matter guidance during implementation.
- Advise on best practices, risk management, change management, and stakeholder engagement.
- Participate in milestone reviews and verify adherence to project goals and timelines.
- Provide requirements traceability, independent schedule review, design/configuration review, data-conversion oversight, integration oversight, testing readiness reviews, defect management review, change-request analysis, PAS vendor performance assessment, operational readiness assessment, cutover/go-live readiness review, executive reporting, and post-go-live stabilization review.

SFERS intends for the above described services (collectively, the “Scope of Services”) to be delivered in close collaboration with internal IT staff and business stakeholders to ensure seamless transition and minimal disruption to operations. SFERS will retain responsibility for project sponsorship, business decisions, budget authority, communications, and final

acceptance of Consultant and PAS Vendor deliverables. The Consultant will provide advisory support, analysis, recommendations, and independent oversight.

SFERS anticipates a hybrid delivery model. Proposers shall describe their proposed on-site presence by phase, including key workshops, discovery sessions, executive meetings, vendor demonstrations, major implementation milestones, testing/readiness activities, and go-live. Proposers shall separately identify anticipated travel expenses and state whether such expenses are included within each proposed not-to-exceed amount.

All services requested under this Solicitation shall be performed exclusively by personnel physically located within the United States. No portion of the services may be performed by personnel located outside the United States. The Consultant shall not assign, transfer, subcontract, or otherwise utilize personnel located outside the United States to perform any portion of the services. SFERS information may not be accessed, processed, transmitted, or stored outside the United States.

Proposers shall identify the work location of all proposed personnel and subcontractor personnel in their proposal. Any proposed changes to assigned personnel or their work locations during the engagement shall be subject to SFERS' prior approval. The Consultant shall remain responsible for ensuring that all subcontractors and other resources utilized in connection with performing the services requested under this Solicitation comply with this requirement.

The Consultant shall perform the engagement collaboratively with SFERS personnel and shall transfer project knowledge, methodologies, documentation, tools, decision history, and other relevant information to SFERS throughout the engagement. The Consultant shall avoid creating unnecessary dependence on proprietary consultant processes or tools.

The Consultant shall produce the following deliverables:

Phase	Major Deliverables
1 - Mobilization	Project charter, detailed project/work plan, stakeholder engagement plan, governance structure
1 - Discovery	Current-state assessment
1 - Discovery	Business process and business-rule documentation
1 - Discovery	PAS customization/integration/interface inventory
1 - Requirements	Functional and nonfunctional requirements baseline

Phase	Major Deliverables
2 - Strategy	Strategic PAS Modernization Roadmap
2 - Data	Data inventory and data-quality assessment
2 - Data	Data remediation/readiness roadmap
2 - Data	Historical Data, Archival and Legacy Decommissioning Strategy
3 - Procurement	Draft and final PAS RFP
3 - Procurement	Evaluation criteria/scoring methodology
3- Procurement	Scripted PAS vendor demonstration scenarios
4 - Selection	Evaluation/due-diligence support
5 - Contracting	Contract/SOW implementation requirements and acceptance criteria
5- Implementation	Independent project-health and status assessments
5 - Implementation	Risk, schedule, requirements and PAS vendor performance assessments
6 - Testing	Testing/UAT readiness assessments
6 - Conversion	Data-conversion/reconciliation assessments
7 - Go-Live	Go-live readiness assessment
7 - Stabilization	Post-go-live/stabilization assessment
7 - Transition	Knowledge Transfer and Engagement Closeout Documentation

All deliverables shall be subject to SFERS review and acceptance. SFERS may provide comments or request reasonable revisions where a deliverable does not meet the applicable Scope of Services requirements. The Consultant shall address SFERS comments and submit a revised deliverable within a mutually agreed-upon timeframe. A deliverable shall not be considered final until accepted by SFERS.

SFERS anticipates providing reasonable access to appropriate business and technical subject-matter experts, existing system documentation, relevant system/data environments subject to security controls, project leadership, and timely review of Consultant deliverables.

Current PAS Technology:

The following information is provided to give Proposers an understanding of the technical complexity of the current PAS environment that will be evaluated during discovery and considered in transition, integration, data extraction, and implementation planning. The table below summarizes the current versions of products and technologies used by the PeopleSoft (HCM) Pension Administration System. The versions shown are provided for informational purposes and reflect SFERS' environment as of the RFP issuance date. Components and versions may change during the engagement.

PRODUCT / TECHNOLOGY	VERSION
LINUX OPERATING SYSTEM	LINUX X86-64 RED HAT ENTERPRISE VER 9
PEOPLETOOLS	8.62.10
TUXEDO	22.1.0.0.0 RP 51
WEBLOGIC	14.1.2.0.0
JAVA – JDK	JAVA 21 JDK
PEOPLESOFT APPLICATION (HCM) MODULES: PEOPLESOFT ENTERPRISE HUMAN RESOURCES PEOPLESOFT ENTERPRISE BENEFITS ADMINISTRATION PEOPLESOFT ENTERPRISE PAYROLL NORTH AMERICAN PEOPLESOFT ENTERPRISE PENSION ADMINISTRATION	9.2 PUM REL 8
ORACLE RDBMS	ORACLE 19C
COBOL	VISUAL COBOL 9.0.0.0.0

Timeline:

SFERS planning horizon is approximately 3–6 years from advisory-firm mobilization through post-go-live stabilization. The exact duration will depend on procurement timelines, data complexity, scope, integration count, implementation methodology, and PAS vendor capability.

The following is the tentative project timeline.

Phase	Primary Focus	Indicative Duration	Major Outcome
1	Mobilization, planning, discovery & current-state assessment	2–3 months	Current-state and requirements baseline approved
2	Strategy and approach	2–3 months	Strategic PAS Modernization Roadmap created
3	RFP development & procurement preparation	3–4 months	RFP approved and released
4	PAS vendor evaluation & selection	5–8 months	Preferred PAS vendor selected
5	Contracting & implementation mobilization	2–4 months	Contract executed and implementation launched
6	Data readiness & migration advisory	Parallel: starts in discovery	Data prepared for iterative conversion and reconciliation
7	Implementation oversight & owner advisory	TBD	Production go-live and stabilized operations

The Scope of Services is a general guide to the work the City expects to be performed and is not a complete listing of all services that may be required or desired. This will be finalized through contract negotiations. SFERS reserves the right, through the resulting contract and authorized Task Orders, to modify, defer, add, or remove specific activities or deliverables based on project needs. The City reserves the right to request additional services during the contract

negotiations phase to successfully complete the project. Each Proposer should demonstrate its capabilities by responding to the requirements set forth in Section 7.

3.2 Reserved.

3.3 Reserved.

3.4 Reserved.

3.5 Reserved.

4 Local Business Enterprise (LBE) Program Requirements (Optional)

4.1 CMD Contact Information

LBE Certification Unit
Contract Monitoring Division
City and County of San Francisco
Tel: 415.581.2310
Email: LBEcert@sfgov.org
Website: www.sfgov.org/cmd.

4.2 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.

San Francisco Micro, Small, and SBA LBE bidders certified by the Contract Monitoring Division are eligible for a rating bonus. LBE Rating Bonuses are applied to Proposers’ scores at each phase of the Solicitation evaluation and selection process, including the price proposal evaluation in accordance with the Rating Bonus values shown below.

4.2.1 Reserved.

4.2.2 General and Professional Services

Estimated Contract Value, per Agreement	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
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Greater than \$20,000 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%

4.2.3 Professional Services by Joint Ventures

Estimated Contract Value, per Agreement	Percent Share of JV/Prime Work by Small or Micro-LBE Prime	Rating Bonus
Greater than \$20,000 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%
<p>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.</p>		

4.2.4 Sample Rating Bonus Calculations

ABC Firm Price Proposal <u>Attributes</u>	Possible Maximum Score	14B LBE Rating Bonus (2%)	Evaluated Total Score
<ul style="list-style-type: none"> Is a Certified Micro LBE 			
Minimum Qualifications	Pass	N/A	N/A

Written Proposal	100	2	102
Price Proposal Score	50	1	51
Total	150	3	153

4.3 LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation although the funding for this contract may consider application of local preferences when evaluating an Award.

SFERS strongly encourages responses from qualified Local Business Enterprises (LBEs) as defined in Chapter 14.B of the San Francisco Administrative Code.

4.4 Reserved.

4.5 Reserved.

5 Proposal Evaluation Criteria

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	10 Points
Written Proposal	65 Points
Oral Interviews	25 Points
TOTAL	100 Points

6 Minimum Qualifications and 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.

MQ #	Description
MQ 1	The Proposer must have completed at least two engagements within the past ten years involving advisory services for the replacement or modernization of a public-sector Pension Administration System, including PAS procurement and implementation advisory services. Each qualifying engagement must have included both PAS procurement support and implementation advisory services. 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.
MQ 2	Proposer's statement indicating that, if selected as Consultant, it will enter into a contract substantially similar to Attachment 1, City's Contract Terms, or submit proposed changes to Attachment 1, City's Contract Terms by the Proposal Due Date and in compliance with Section 1.7 of this Solicitation.
MQ 3	Completed Attachment 2, Proposer Questionnaire and References.
MQ 4	Completed Proposer's Written Proposal.
MQ 5	Completed Proposer's Price Proposal.
MQ 6	Completed Attachment 6, HCAO and MCO Declaration Forms.

7 Written Proposal (65 Points)

A. Minimum Qualifications

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. Written Proposal points

The responses will be evaluated by SFERS staff. SFERS intends to evaluate the responses in accordance with the criteria itemized below.

1. Experience of Firm and Subcontractors (25 points)

10 points - Depth and relevance of the firm's experience advising public-sector retirement systems on PAS modernization, procurement, data readiness, and implementation.

10 points - Demonstrated quality and successful completion of comparable engagements, including achievement of objectives and adherence to schedules, budgets, and commitments.

5 points - Demonstrated knowledge of the PAS marketplace and experience developing RFPs and supporting competitive selection of modern SaaS-based PAS solutions.

2. Project Service and Approach (25 points)

10 Points – Completeness, relevance, and practicality of the proposed services, workstreams, activities, and scope of tasks

5 points – Understanding of SFERS' Needs and Proposed Approach

5 points – Methodology, Work Plan, and Deliverables

5 points – Stakeholder Engagement, Governance, and Knowledge Transfer

3. Assigned Project Staff (15 points)

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

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

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 received by the Proposal Deadline, as follows: an electronic file via email and one (1) printed copy in a sealed envelope clearly marked "Consulting Services for Pension Administration System (PAS) Replacement RFP".

Responses are to be mailed to:

Information Systems Director

San Francisco Employees' Retirement System

Attn: Consulting Services for Pension Administration System (PAS) Replacement RFP

1145 Market Street, 6th Floor San Francisco, CA 94103

email: ret-it.contract@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 Proposer's 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 Proposal 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 proposals 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 Information Systems Director, at ret-it.contract@sfgov.org.

When completing the firm's response to this Request for Proposals, 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.

C. 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 those 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 bind 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 fulfill the commitments contained in the proposal. **An unsigned letter shall cause the proposer's 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.

2. Project Services

- a. Services, workstreams, and activities that your firm proposes to provide for SFERS.
- b. Overall scope of work tasks
- c. Proposed schedule, sequencing, milestones, and ability to complete each phase within SFERS' anticipated timeframe.

3. Project Approach

Include the following information:

- a. Understanding of SFERS' Needs and Proposed Approach
- b. Methodology, Work Plan, and Deliverables
- c. Stakeholder Engagement, Governance, and Knowledge Transfer
- d. Identify key assumptions, dependencies, prerequisites, and SFERS resource commitments upon which the proposed approach and schedule are based.
- e. Describe how the proposed approach addresses each workstream and deliverable identified in Section 3.1.

4. Firm Qualifications

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

- a. Name, address, and telephone number of 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 subcontractors are proposed provide the above information for each.

d. Describe any actual, potential, or perceived conflict of interest that could affect your firm's ability to serve as SFERS' independent advisor. The Proposer shall disclose any financial, contractual, reseller, referral, implementation, strategic-partner, or other material business relationship with PAS software vendors, system integrators, or other firms within the past five (5) years that could reasonably be expected to participate in SFERS' future PAS procurement. The Proposer shall describe how any identified conflict will be avoided, mitigated, or managed. The Consultant shall promptly disclose to SFERS any new actual, potential, or perceived conflict that arises during the engagement.

5. Team Qualifications

Provide a list identifying:

a. (i) Each key person on the project team, (ii) the role each will play in the project, and (iii) 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. For each proposed team member, provide:

Name, Employer, Project Role, Primary Work Location (City/State), Relevant PAS/Public Pension Experience, Years of Experience, Project Phase(s), Estimated Hours or Percentage Allocation, and On-site Availability.

Identify all proposed subcontractors, the services each subcontractor will perform, the proposed personnel assigned by each subcontractor, and the approximate percentage of the total engagement expected to be performed by each subcontractor.

6. References

Provide references for the lead firm, and all subcontractors, including the name, address, email, 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.

8 Price Proposal (10 Points)

8.1 Price Proposal Format and Allocation of Points

SFERS intends to award a contract pursuant to the issuance of this RFP 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. The Proposer shall provide a detailed cost estimate for each project phase and workstream identified in the Scope of Services. The cost estimate shall identify the major deliverables, personnel or labor categories assigned to the work, estimated labor hours by role, applicable hourly rates, total labor cost, and any anticipated travel or other expenses. The Proposer shall provide a not-to-exceed amount for each project phase or workstream, as well as a total not-to-exceed amount for the overall engagement.

The Proposer shall clearly identify all assumptions used in developing its pricing and any costs that are not included in the proposed fees.

b. Hourly rates shall be provided for all proposed personnel and labor categories and may be used for authorized changes to the Scope of Services or additional services requested by SFERS.

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 above.

Price Proposal points

The Price Proposal will be evaluated by SFERS staff. SFERS intends to evaluate the responses in accordance with the criteria itemized below.

Price Score = (Lowest Evaluated Price / Proposer's Evaluated Price) × 10

Evaluated Price means the total price used solely for proposal evaluation and shall consist of identified phases plus twenty-four (24) months of PAS implementation oversight.

8.2 Price Proposal Evaluation Period

The City will attempt to evaluate Price Proposals within one Hundred and 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.

8.3 Reserved.

8.4 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 Local Tax discounts and/or Prompt Payment discounts, and after application of any LBE rating bonuses.

Proposer must provide the City with pricing that is equal to or better than the best pricing offered to any other customer.

8.5 Reserved.

9 Oral Interviews (25 Points)

Following evaluation of the Written and Price Proposals, SFERS may invite up to three (3) of the highest-scoring Proposers that meet the Minimum Qualifications and receive at least 60 of the 75 available Written and Price Proposal points to participate in Oral Interviews. The interview may be a panel-style interview with multiple representatives of SFERS or the City present, and will consist of standard questions asked of each of the Respondents and specific questions regarding each individual response. SFERS may conduct reference checks for any Proposer under consideration for award, including prior to or following Oral Interviews. Information obtained through reference checks may be considered as permitted by the evaluation process described in this RFP.

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 Oral 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.

10 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.

RSD 1	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.
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RSD 2	Completed Proposal Attachments: ☒ Attachment 6: HCAO and MCO Declaration Forms
RSD 3	Insurance in accordance with Article 5 of Attachment 1, City's Contract Terms.
RSD 4	<p>Non-Profit Entities: 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:</p> <p>(1) a statement describing Proposer's efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and</p> <p>(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.</p> <p><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></p>

11 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. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

12 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.

12.1 Nondiscrimination Requirements ("Equal Benefits")

Proposers awarded any contract exceeding \$230,000 (the City's "Minimum Competitive Amount"), may not, during the term of the Contract discriminate in the provision benefits 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. This Equal Benefits requirement applies in any of the contractor's 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, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. Contractors must submit a declaration confirming that the business complies with the Equal Benefits law. The declaration is available via SF City Partner Supplier Portal. *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.* For more information, visit the [Contract Monitoring Division \(CMD\) website](#).

12.2 Reserved.

12.3 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.*

12.4 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.*

12.5 Reserved.

12.6 Reserved.

12.7 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.

12.8 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.

13 Terms and Conditions for Receipt of Proposals

13.1 How to Register to propose and be awarded a City Contract

To submit a proposal for a City contract, all vendors must be registered as a City BIDDER or a SUPPLIER. To be awarded a contract, Proposers must convert their BIDDER ID to a SUPPLIER ID, which requires additional steps to demonstrate compliance with certain San Francisco supplier requirements.

13.1.1 Registering as a BIDDER to propose on a City contract

Proposers that are not currently a City SUPPLIER must obtain a BIDDER ID by completing the following form on the SF City Partner Portal:

<https://sfcitypartner.sfgov.org/pages/BidderRegistration-BS3/bidder-registration-1.aspx>

13.1.2 Converting a BIDDER ID to SUPPLIER ID to be awarded a City contract

To convert a BIDDER ID to a SUPPLIER ID, awarded Proposers are required to register with the City Tax Collector's Office. Additionally, businesses awarded contracts exceeding \$230,000 (the "Minimum Competitive Amount") must comply with the City's Equal Benefits requirements pursuant to Labor and Employment Code Article 131 and must submit the online Equal Benefits Declaration through the [SF City Partner Portal](#).

For detailed instructions on registering for City Business Tax, submitting an Equal Benefits Declaration, and for converting your BIDDER ID to a SUPPLIER ID visit [Contracting with the City and County of San Francisco](#).

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, visit [Register a Business | Treasurer & Tax Collector](#), 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.

13.2 Proposal Questions and Submissions

13.2.1 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 SFERS's website: <https://mysfers.org/about-sfers/request-for-proposal/>

13.2.2 Proposal Format

Proposals must be created using word processing software (e.g. Microsoft Word or Excel) and typed in a legible font (e.g., Arial, Times New Roman, etc.). The document must have page margins of at least 0.5-inch margins 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.

13.2.3 Time and Place for Submission of Proposals

Responses must be received by the Proposal Deadline, as follows: an electronic file via email and one (1) printed copy in a sealed envelope clearly marked "Consulting Services for Pension Administration System (PAS) Replacement RFP".

Information Systems Director

San Francisco Employees' Retirement System

Attn: Consulting Services for Pension Administration System (PAS) Replacement RFP

1145 Market Street, 6th Floor San Francisco, CA 94103

email: ret-it.contract@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.

Proposers are encouraged to submit their proposals as early as possible to address any technical issues that may arise during the submission process.

13.3 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 Solicitation and Proposers must monitor SFERS website 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.

13.4 Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code § 7920.000 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. Information provided, which is covered by this paragraph, will be made available to the public upon request.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with an opportunity to object to disclosure of the material requested by 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.

13.5 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 cancellation 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, 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.

13.6 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.

13.7 Cybersecurity Risk Assessment

As part of City's evaluation process, City may engage in 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 City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

The following Third-Party Audit Reports can be used to satisfy CCSF's Cybersecurity Risk Assessment requirement:

- SOC 2 Type 2
- ISO/IEC 27001
- CSA STAR Level 2
- FedRAMP
- StateRAMP
- HITRUSTCSF – *products or services that primarily relate to the Healthcare industry ONLY.*
- PCI DSS Level 1 – *products or services that primarily relate to the Payment Processing industry ONLY.*
- NIST 800-53

In addition to the Third-Party Audit Reports mentioned above, City and County of San Francisco's CRA requirement can also be satisfied by providing a completed CAIQ Lite Questionnaire or completing the City's CRA Questionnaire in the City's LogicGate portal.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department

of Technology to identify existing or potential cyber risks to City. Should such risks be identified, 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 City's on-going review and audit through industry-standard methodologies, including but not limited to: onsite visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

13.8 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.

13.9 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.

13.10 Protest Procedures

13.10.1 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.

13.10.2 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.

13.10.3 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.

13.10.4 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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.

13.15 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:

- (A) 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
- (B) 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:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

13.16 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:

- (A) Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
- (B) Reject any or all Proposals;
- (C) Reissue the Solicitation;

- (D) 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;
- (E) Procure any materials, equipment or services specified in this Solicitation by any other means; or
- (F) Determine that the subject goods or services are no longer necessary.

13.17 No Waiver

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

13.18 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 facilities and/or equipment, location and personnel to supply the goods to be delivered or properly perform all services required under the anticipated contract; and
 - c. Delivery time(s).
- 2) 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 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 Proposer fails to satisfy City and/or if 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.