Q: We are writing to request clarification regarding the due date for proposed changes to the City's contract terms. In several places within the RFP the due date stated is this Friday, November 6, 2026. However, in section 1.7, Contract Terms and Negotiations, the RFP states, "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." Could you clarify the due date for proposed changes to the City's contract terms?

A: Proposer's proposed changes to Attachment 1 should be submitted by Proposal Due Date.

Q: The proposal indicates in MQ2 and in Section 1.7 that proposers may submit a revised copy the City's Contract Terms including proposed changes along with the submitted proposal. The timeline indicates that proposed contract changes must be submitted on 11/6. We wanted to confirm that proposed contract changes are submittable on the due date with the proposal so long as they follow the stipulations outlined in Section 1.7.

A: Proposer's proposed changes to Attachment 1 should be submitted by Proposal Due Date.

Q: Article 5 of Attachment 1 requires that $20,0000,000 of Errors and Omissions Insurance be carried for each claim and loss and that $20,000,000 of Cyber and Privacy insurance be carried per claim. These amounts are indicative of a company providing software but are prohibitively higher than is typically required for consulting services. Would SFERS agree to lower these insurance requirements?

A: Please refer to section 1.7 Contract Terms and Negotiations. If Proposer is unwilling 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. Terms may be negotiated during contracting phase with the selected firm.

Q: The RFP requires both an emailed and a mailed version of the proposal. Would SFERS be amenable to removing the requirement for a mailed response?

A: Mailed response is required. This requirement is not negotiable.

Q: Section 3.1.6 of the RFP lists many detailed requirements regarding data readiness and migration planning. Those requirements do not appear to require us to take the final step and execute the actual data migration process. Could you please confirm that you are not asking for migration (extract, transform, and load) services as part of this RFP?

A: Selected Consulting firm will not be expected to execute the actual data migration (extract, transform, and load) services.

Q: Is the PeopleSoft database on an Oracle or SQL Server?

A: Please refer to Current PAS Technology in Section 3.1 Goods and/or Services Requested on Page 9 of the RFP.

Q: What specific PeopleSoft databases are in scope: HCM, CRM, FSCM, ECM, other?

A: Please refer to Current PAS Technology in Section 3.1 Goods and/or Services Requested on Page 9 of the RFP.

Q: **Limitation of liability** (§6.1, §6.3): The Contractor's liability is unlimited, and §6.3 includes consequential damages, while the City's liability is capped at the contract amount. That allocation is not proportionate to advisory services where SFERS keeps decision authority. Will SFERS accept a mutual liability cap equal to fees paid or payable, and a mutual waiver of consequential damages, excluding gross negligence, willful misconduct and data-protection obligations (separately capped)?

A: Please refer to section 1.7 Contract Terms and Negotiations. If Proposer is unwilling 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. Terms may be negotiated during contracting phase with the selected firm.

Q: **Indemnification** (§5.2.1–5.2.2): Indemnity and the duty to defend cover any claim "in any way connected with" the Contractor's performance, regardless of fault, including claims caused by the City or the PAS Vendor. Will SFERS limit indemnity and defense to third-party claims to the extent caused by the Contractor's negligence, willful misconduct or breach?

A: **Please refer to section 1.7 Contract Terms and Negotiations. If Proposer is unwilling 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. Terms may be negotiated during contracting phase with the selected firm.**

Q: **Insurance limits** (§5.1.1(e)–(f), §5.1.5(c), §5.1.5(f)): $20M per claim each for Technology E&O and Cyber, with doubled aggregates, exceeds what is typical for an advisory engagement and adds significant cost. Are these limits negotiable? Will SFERS accept lower limits commensurate with an advisory engagement, satisfiable by a combined policy, without the double-aggregate requirement, and allow subcontractors to carry limits proportionate to their role?

A: **Please refer to section 1.7 Contract Terms and Negotiations. If Proposer is unwilling 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. Terms may be negotiated during contracting phase with the selected firm.**

Q: **Advisory role** (Appendix A; RFP §3.1): RFP §3.1 says SFERS keeps decisions and acceptance and the Consultant is advisory, but Attachment 1 does not reflect this. Oversight duties could be read as responsibility for PAS Vendor performance. Will SFERS add a clause adopting the RFP §3.1 roles and stating the Contractor is not responsible for PAS Vendor performance, deliverables or schedule?

A: **Please refer to section 1.7 Contract Terms and Negotiations. If Proposer is unwilling 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. Terms may be negotiated during contracting phase with the selected firm.**

Q: **Intellectual property** (§9.1–9.2): The City takes deliverables "and related materials" with no carve-out for the Contractor's pre-existing methodologies, templates and tools, and the Contractor may not retain copies. Will SFERS accept that the Contractor keeps its pre-existing IP, grants SFERS a perpetual, royalty-free license to any of it included in deliverables, and receives a royalty-free license to reuse generalized elements of deliverables, excluding City Data and Confidential Information, and to retain copies for reference?

A: **Please refer to section 1.7 Contract Terms and Negotiations. If Proposer is unwilling 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. Terms may be negotiated during contracting phase with the selected firm.

Q: **Payment and acceptance** (§3.3.2, §3.3.3, §3.3.7): §3.3.7 provides payment within 30 days, but §3.3.2 makes payment conditional on City approval with no review period, and §3.3.3 allows the City to withhold all payments over any issue. Will SFERS accept payment within 30 days of invoice, with deliverables deemed accepted if no written comments are received within 15 business days, and withholding limited to disputed amounts?

A: No.

Q: **Price proposal submission** (RFP §8.1, §13.2.3): §8.1 requires the price proposal in a sealed envelope, and §13.2.3 requires an emailed electronic file plus one printed copy. Should the price proposal be emailed as a separate file from the written proposal, and the printed price proposal sealed separately inside the submission package?

A: Yes. That is correct.