



SEERS
SFERS

San Francisco Employees' Retirement System

REQUEST FOR INFORMATION (RFI)

DESIGN, DEVELOPMENT, IMPLEMENTATION AND HOSTING OF THE CITY AND COUNTY OF SAN FRANCISCO EMPLOYEES' RETIREMENT SYSTEM'S WEBSITE

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April 9, 2008

Response Submission Deadline:

April 30, 2008

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I. INTRODUCTION AND SCOPE OF PROJECT

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 50,000 members (30,000 active and 20,000 retired) for the City and County of San Francisco: San Francisco Employees' Retirement System (a \$16 billion public defined benefit plan) and San Francisco Deferred Compensation Program (an IRS §457(b) Plan).

The SFERS is seeking the services of an experienced website designer to re-design, develop, implement, and potentially provide hosting and maintenance services for the SFERS website.

The SFERS' existing website is www.sfgov.org/sfers and contains general information about the retirement system. The SFERS is committed to building a premiere website that is innovative, attractive, functional and user friendly.

In addition to meeting current SFERS' needs, the website design should accommodate future needs and functionality. The SFERS staff will be actively involved in the design process to ensure all needs are met.

The selected contractor must have substantial experience in website design, development, implementation and maintenance. Selection of a finalist and determination of compliance with minimum qualifications is solely and exclusively within the judgment of SFERS and may be made solely on the basis of SFERS' evaluation of a candidate's suitability.

II. PROJECT GOALS

Website Objectives

1. to provide on-line access to information about the retirement system and to provide on-line access to selected services available to SFERS members (TBD by SFERS project team);
2. to serve as a public communications tool; and
3. to improve service delivery to SFERS members.

The current website requires significant restructuring to take advantage of new design elements and growing demand for on-line services. Specifically, the SFERS would like the redesigned website to support e-government transactions such as on-line forms and applications, on-line registration and payment for retirement seminars, e-mail feedback, and live “real time” chat with Retirement Analysts to address routine inquiries. The redesigned site should represent a user-friendly and professional feel.

Website Criteria

Visually Appealing:

1. Utilize an attractive mix of text, photos and graphics.
2. Utilize the City and County of San Francisco seal and/or SFERS logo and/or other elements that identify the City and County of San Francisco.
3. Utilize a mix of colors that are consistent with existing SFERS communication materials.

Common Theme/Consistent Design:

1. Each section of the site should have a common look/theme.
2. The City and County of San Francisco seal and/or SFERS logo and/or other elements that identify the City and County of San Francisco and/or SFERS will be on every page as a common header.
3. Consistent font types and basic layout throughout the site.
4. Provide pages for all SFERS programs, services, and functions.

Functionality:

1. Provide the public with up-to-date information about, or related to SFERS business.
2. Provide members and the public easy and timely access to information.
3. Provide easy and timely updates to information with a content management system (CMS) (list any software that would be required to design and maintain the site including graphics software, and recommend any software and licenses that the SFERS will need to purchase for the continued maintenance of the website).
4. Meet ADA requirements. See Example: www.ada.gov/websites2_prnt.pdf
5. The potential to conduct secure financial transactions online (e.g. retirement seminar registration payments).

Websites We Like:

- Alameda County - ACERA (www.acera.org),
- Fresno City (www.cfrs-ca.org),
- Los Angeles City – LACERS (www.lacers.org),
- San Diego County (www.sdcera.org), and
- San Jose City (www.sanjoseca.gov/retirement).

Enhancements:

The website will:

1. Serve as a communications tool for our members and other stakeholder audiences.
2. Provide a cost-effective, user-friendly, interactive and architecturally sound environment that is flexible enough to support the SFERS business for a minimum of three to five years.
3. Accommodate a content management process that allows for authorized staff (technical and non-technical) to perform routine content management such as posting meeting dates, agendas, minutes, departmental events, removing old and outdated information, and general noticing. Also, the host or webmaster will provide non-routine maintenance, quality control, changes to design elements such as navigation bars, menus, and add/delete pages. **Note** - hosting and maintenance service options are available within the City and County of San Francisco and will be given consideration as a hosting option.
4. Provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon on each page in the same position.
5. Allow for interactivity including e-mail feedback, surveys, forms, online seminar registration and payment, and access to Retirement Analysts via “live chat.” The designer must incorporate the ability for users to complete on-line forms.
6. Anticipate future expansion of interactivity and facilitate future capability of online transactions such as the ability to link to an internal database or file extracts so that members can securely access their individual account information (e.g. update personal information such as beneficiary, address, etc. and review account balances), make secure credit card payments, and complete buyback applications.
7. Allow for content to load quickly. Web pages should be tested at both 28K and 56K dial-up modem speeds to ensure each webpage can be loaded in a timely manner.
8. Allow for search capabilities. Use existing search engines and/or create SFERS database within home site.
9. Provide tracking capability. Include software with traffic reporting functions.
10. Provide links or embedded plug-ins such as Java and Adobe for opening, viewing and printing on-line forms and publications.

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H Although the SFERS has some specific requirements, we are also interested in ideas for content and functionality. We encourage respondents to consider and propose solutions, recommendations and improvements.

Compliance and Compatibility:

1. The website must provide high-speed upload/download times for both low and high speed computers used by the average citizen.
2. Per the ADA, the SFERS must provide the same level of service to individuals with visual, hearing, motor, or cognitive disability that we do to the general public. The SFERS expects respondents to offer accessibility solutions.
3. The site must be designed to function effectively with common versions of software and hardware (identified in your proposal).
4. All documents, including maps and tables, should be in HTML, Portable Document Format (pdf), or in a format approved by the SFERS MIS Manager in order to provide ease of viewing, printing, and downloading, and in alternate ADA acceptable download formats.
5. The site must be compatible with current versions of commonly used Internet browsers. Please identify proposed compatibility with your response.

Additional requirements and features

1. Cross-referenced information should be hyperlinked from page to page within the website.
2. The proposal should include a comprehensive timeline for each phase of design, including initial meetings with SFERS staff, development, draft presentation, implementation, hosting and training.
3. Graphic files should be relative to the site. No cartoons or caricatures.
4. The site must be designed for continuous operation (24 x 7) with exception for scheduled maintenance.
5. Capability to maintain an archive of past records such as agendas, minutes, press releases, newsletters, etc. preferably in HTML or PDF format.
6. The proposal should include a training plan and timeline for three employees (Executive Assistant, MIS Manager and Communications Manager).

Services required after selection

1. The selected firm may be required to attend a Board meeting(s) to present a model of the proposed website and answer any related questions during the development process.
2. The selected firm will be required to meet regularly with the SFERS's Communications Manager and/or other staff to discuss and plan the project and to provide progress reports as needed.
3. In conjunction with performance under the approved contract, the contractor may be required to attend additional progress meetings. In the event the contractor is not in conformance with the contract, these meetings will be provided at no additional cost to the SFERS.
4. Initial draft website design templates and site maps will be provided to the SFERS within four (4) weeks from the date of the approved contract for review prior to implementation.

5. Contractor will provide testing periods (no more than two), not to exceed 5 business days per period. The SFERS staff will evaluate the website from the SFERS office to ensure satisfaction with website design, functionality and compliance with the RFI.
6. At the completion of each testing period, a letter of acceptance (or failure) will be provided to the contracted firm. Items requiring correction from either testing period must be corrected by the contractor within 10 calendar days.

Website Hosting

1. The SFERS may or may not host the website on an in-house web server. Therefore, viable internal hosting options should be included in the RFI.
2. Include a list of required software and hardware, any additional communication requirements, integration needs and potential costs necessary to host and maintain the website remotely (i.e. hardware, software, installation, licensing, training, etc.).

III. REQUEST FOR INFORMATION RESPONSE FORMAT AND REQUIREMENTS

For the duration of the RFI process, the City and County of San Francisco Employees' Retirement System and the Retirement Board will enter into a "blackout" period during which communications and meetings between interested parties and Employees' Retirement System staff and Retirement Board members will be prohibited. This blackout is effective immediately upon release of this Request for Information.

This blackout will enable SFERS to treat all respondents fairly during the RFI process and permit the Retirement System review of the responses without bias.

Blackout conditions are outlined below:

- Interested parties are to refrain from meetings or communications with staff of the Employees' Retirement System and Retirement Board members.
- The only exceptions are communications or meetings with Clare Murphy, Executive Director of the Retirement System, and publicly noticed meetings of the Retirement Board.
- Communications include telephone conversations, letters, and email.

Interested parties may meet with staff at the Employees' Retirement System or a Board member only if the meeting consists of an exchange of information that is not relevant to the RFI. The Executive Director of the Retirement System will be notified of these meetings and any meeting will be documented.

If you have any questions regarding the blackout please contact Norm Nickens, Executive Assistant to the Executive Director at (415) 487-7025.

A. Method of Submission of Proposals

Please address all requests presented in this Request for Information (“RFI”).

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 proposal. 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 and facsimile number.
- The Respondent’s Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the Transmittal Letter.
- The name, title or position, and telephone number of the primary contact for the RFI, if different from the individual signing the cover letter.
- A statement expressing the Respondent’s willingness to perform the services as described in this RFI.
- A statement expressing the Respondent’s availability of staff and other required resources for performing all services and providing all deliverables within specified time frames.
- A statement that no officer, member, employee or agent of SFERS has any known personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.
- A statement that the firm acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record.
- A description of the firm’s professional relationships involving SFERS, the State of California or its political subdivisions for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest.

Any questions concerning this RFI or the RFI process should be directed to Norm Nickens at 415-487-7025.

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

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

B. Time and Place for Submission of Responses

The deadline for submission of the firm’s response is **Friday, April 30, 2008 at 5:00 p.m. Pacific Time.** Please submit **seven (7) completed paper copies of the response and one full and complete electronic copy** of the response by the deadline date and time to:

Norm Nickens
Executive Assistant to the Executive Director
Attn: RFI – Website Design
San Francisco Employees' Retirement System
30 Van Ness Avenue, Suite 3000
San Francisco, CA 94102

Responses which are submitted by fax or email will not be accepted.

C. Format and Content of Responses/Evaluation and Selection Criteria

COMPLETENESS, CLARITY, AND BREVITY ARE IMPORTANT. CANDIDATES SHOULD SUBMIT ALL INFORMATION REQUESTED IN THIS RFI IN THE SPECIFIED FORMAT. RESPONSES NOT MEETING FORMAT REQUIREMENTS OR THAT ARE INCOMPLETE IN ANY WAY MAY BE REJECTED. CANDIDATES ARE URGED TO READ THIS RFI CAREFULLY, TO TAKE CARE IN THE PREPARATION OF RESPONSES, AND TO CAREFULLY PROOFREAD THE FINAL VERSIONS FOR ACCURACY AND COMPLETENESS.

Firms interested in responding to this RFI 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 proposal. A person authorized by your firm to obligate your firm to perform the commitments contained in the proposal must sign the letter. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

Include name, mailing address, email address, and telephone number of a contact person. Provide the address of the local office that will service this account.

2. Project Approach

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

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

3. Firm Qualifications

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

- a. Name, address, and telephone number of a contact person;
- b. A brief description of your firm, as well as how any joint venture or association would be structured;

c. A description of not more than five projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint contractors or sub-contractors are proposed provide the above information for each.

d. Explain any potential for "conflict" your firm would have in servicing the San Francisco Employees' Retirement System. "Conflict" may include, consulting relationships, employee relationships, fee relationships with money managers, brokerage relationships, etc. What procedures are in place that would mitigate or eliminate potential conflicts of interest?

4. Team Qualifications

a. Provide a list identifying: (i) each key person on the project team, (ii) the project manager, (iii) the role each will play in the project, and (iv) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

5. References

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

6. Fee Proposal

SFERS intends to award this contract to the firm that it considers will provide the best overall design services. SFERS reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Please provide a fee proposal in a sealed envelope that includes the following:

a. Total fee for each of the disciplines identified in the Scope of Work with a not-to-exceed figure; and

b. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

IV. EVALUATION AND SELECTION CRITERIA

A. Minimum Qualifications

The contractor must have at least five (5) years of experience in website design and content management.

Any proposal that does not demonstrate that the proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

B. Selection Criteria

The proposals will be evaluated by Staff and the Retirement Board. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. Up to three (3) of the firms with the highest scoring proposals may be interviewed to make the final selection.

1. Experience of Firm and Sub-contractors (40 points)

- 10% - Expertise of the firm and sub-contractors in the fields necessary to complete the tasks;
- 10% - Quality of recently completed projects, including adherence to schedules, deadlines and budgets;
- 10% - Experience with similar projects; and
- 10% - Results of reference checks.

2. Project Approach (30 points)

- 10% - Stability of ownership, business strategy, and resources sufficient to meet RFI needs;
- 10% - Personnel (depth, experience of current staff and outside resources).
- 10% - Years of experience and ability to meet SFERS specific needs.

3. Assigned Project Staff (20 points)

- 10% - Professional qualifications and recent experience of staff assigned to the project.
- 10% - Description of the tasks to be performed by each staff person, workload, staff availability and accessibility.

4. Oral Interview (10 points)

Following the evaluation of the written proposals, the Retirement Board may select up to three (3) contractors which will be invited to an oral interview. The interview will consist of standard questions asked of each of the proposers, and specific questions regarding each individual proposal.

V. SCHEDULE

A. The anticipated schedule for this Request for Information is shown below:

RFP is issued and advertised	April 9, 2008
Deadline to submit written questions/requests for interpretation	April 16, 2008
Response to written questions provided to all respondents	April 23, 2008
RFP Due Date	April 30, 2008
Interviews with finalists (if needed)	May 13 - 15, 2008
Contract and fee negotiations begin	May 19, 2008
Project Completion	July 3, 2008

SFERS reserves the right to change this schedule for any reason at any time.

B. Explanation of Events

1. Release of RFI – the RFI will be advertised and posted in the City’s Bid and Opportunity newsletter. The RFI will be posted on the SFERS website at www.sfgov.org/sfers, and the RFI will be released to a list of potentially qualified firms as determined by SFERS. All firms meeting minimum qualifications, as stated in Section IV, Part A are welcome to participate
2. SFERS will keep a record of all parties who request and receive copies of the RFI. Any requests for information concerning the RFI must be in writing or emailed to Norm Nickens (Norm.Nickens@sfgov.org), and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFI. No questions or requests for interpretation will be accepted after April 16, 2008. In preparing their responses, candidates should rely only on written material concerning this RFI issued by SFERS.
3. SFERS will respond to all Candidates’ written questions by April 23, 2008.

Deadline for submission of responses is 5:00 PM, Pacific Time, April 30, 2008.

No exceptions to this deadline will be granted.

4. Submissions will be considered public documents. Any material that the candidate considers “Business-Confidential” should be so marked.

C. Contract Award

To be considered, all proposals must comply with the requirements and specifications outlined in this RFI.

During contract negotiations, if SFERS or its agent is unable to agree to contract terms with the Proposer receiving the highest evaluation in this RFI process, the Board reserves the right to terminate contract negotiations with that Proposer without undertaking another RFI process, and to negotiate with the Proposer receiving the next highest evaluation.

1. Termination – This RFI in no manner obligates the SFERS Board or any of its agencies to the eventual procurement of services described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the SFERS Retirement Board and may terminate at any time prior to the signing of a contract.

The SFERS Board reserves the right to cancel this RFI at any time and to reject any and all proposals submitted in response to this RFI, if the SFERS Board determines such action or actions are in its best interest.

2. Proposal Applicability – To allow sufficient time for contract negotiation, all fees and conditions stated in the proposal must be firm for a period of 180 days from the deadline for submission of proposals.
3. Negotiation Requirements – The SFERS Board reserves the right to negotiate a change in terms if the representatives assigned by the respondent firm are not meeting the SFERS Board’s needs adequately.
4. Legal Review – The SFERS Board expects that all candidates will agree to be bound by the terms and conditions articulated in this RFI. For this reason, it is strongly recommended that Proposers have the terms and conditions contained herein reviewed with counsel and that concerns be brought to the attention of SFERS Staff in a timely manner.
5. Governing Law – This procurement and any agreement with Proposers that may result shall be governed by the laws of the State of California and the City and County of San Francisco. Submission of a proposal constitutes acceptance of this condition.
6. Basis for Proposal – Only information supplied by the SFERS Staff in writing or in this RFI should be used in the preparation of proposals.
7. Proposal Preparation Cost – Any cost incurred by the Proposer in the preparation, transmittal or presentation of any proposal or material submitted in response to this RFI will be borne solely by the Proposer.
8. Proposer Qualification – The SFERS Board may take such investigations as necessary to determine the ability of the Proposer to adhere to the items as identified within the questionnaire portion of this RFI. The SFERS Board reserves the right to reject the proposal of any Proposer who, in the SFERS Board’s opinion, is not a responsible candidate as defined below:

“Responsible candidate” means a candidate who submits a complete proposal and who has furnished, when required, information and data to prove that its financial resources, production and service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

9. Non-Discrimination in Contracts - All contracts are subject to the non-discrimination ordinance of the City and County of San Francisco. **Contractors should note the provision prohibiting discrimination by contractors in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees.**

VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Errors and Omissions in RFI

Respondents are responsible for reviewing all portions of this RFI. Respondents are to promptly notify SFERS, in writing, if the Respondent discovers any ambiguity, discrepancy, omission, or other error in the RFI. Any such notification should be directed to SFERS promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFI

Inquiries regarding the RFI and all oral notifications of intent to request written modification or clarification of the RFI must be submitted via email to Norm Nickens (Norm.Nickens@sfgov.org) or directed in writing to:

Norm Nickens

Executive Assistant to the Executive Director

City and County of San Francisco Employees' Retirement System

Attention: RFI - Website Design

30 Van Ness Avenue, Suite 3000

San Francisco, CA 94102

Telephone: (415) 487-7020

Fax: (415) 487-7023

Email: Norm.Nickens@sfgov.org

C. Addenda to RFI

SFERS may modify the RFI, prior to the response due date, by issuing written addenda. Addenda will be sent electronically via email from Norm Nickens (Norm.Nickens@sfgov.org) or via regular, first class U.S. mail to the last known business address of each firm listed with SFERS as having received a copy of the RFI. SFERS will make reasonable efforts to notify Respondents in a timely manner of modifications to the RFI. Notwithstanding this provision, the Respondent shall be responsible for ensuring that its response reflects any and all addenda issued by SFERS prior to the response due date regardless of when the response is submitted.

D. Revision of Response

A Respondent may revise a response on the Respondent's own initiative at any time before the deadline for submission of responses. The Respondent must submit the revised response in the same manner as the original. A revised response must be received on or before the response due date.

E. Financial Responsibility

SFERS accepts no financial responsibility for any costs incurred by a firm in responding to this RFI. Responses to the RFI and associated materials will become the property of SFERS and may be used by SFERS in any way deemed appropriate.

F. Proposer's Obligations Under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Government Conduct Code, which states:

No person who contracts with the City and County of San Francisco, for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the Retirement System or the board on which a City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil or administrative penalties:

(a) Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.

(b) Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.

(c) Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100.

G. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this 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 benefits 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.

H. Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with the reporting requirements of that Chapter. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary 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. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. 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. Reservations of Rights by SFERS

The issuance of this RFP does not constitute an agreement by SFERS that any contract will actually be entered into by SFERS. SFERS expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

J. No Waiver

No waiver by SFERS of any provision of this RFP shall be implied from any failure by SFERS to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

K. Local Business Enterprise Participation

SFERS strongly encourages proposals 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 Proposers 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. The application of the rating discount is as follows:

- a. A five percent (5%) discount to a joint venture with a LBE participation that equals or exceeds 35%, but is under 40%; or
- b. A seven and one-half percent (7.5%) discount to a joint venture with LBE participation that equals or exceeds forty percent (40%).
- c. A ten percent (10%) discount to:
 - 1) A LBE; or
 - 2) A joint venture between or among LBEs.

Required HRC forms (see Appendix C) are to be submitted under separate cover at the time you submit the proposal. If these forms are not filed at the time you submit your proposal, the proposal may be determined to be non-responsive and rejected.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture 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 joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially reasonable dollar value.

If you have any questions concerning the HRC forms, you may call HRC at (415) 252-2500. The forms will be reviewed and approved by HRC prior to the award of this contract.

L. Chapter 12B and 12C: Nondiscrimination in Employment and Benefits

Chapter 12B and 12C of the San Francisco Administrative Code are incorporated by reference as though fully set forth herein. Chapters 12B and 12C prohibit discrimination by City contractors in employment, the use of property, the provision of public accommodations and in the provision of benefits to employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees.

Please refer to Appendix C regarding the requirements of San Francisco Administrative Code Chapters 12B and 12C.

VII. CONTRACT REQUIREMENTS

A. Standard Contract Provisions

The successful Proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. Failure to timely execute the contract, or to furnish any and all certificates, 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 firm and may proceed against the original selectee for damages. Full text of all referenced San Francisco municipal codes can be viewed on-line at www.sfgov.org at the *Municipal Codes* link under the City Resources section of the San Francisco homepage.

1. Required Standard City Forms

Before the City can award any contract to Proposer, the Proposer must file four standard City forms with the Retirement System. The required forms are:

- a. Vendor Profile Application (includes Forms 1-3);
- b. Form P-25 - Business Tax Declaration;
- c. HRC Form 12B-101 – Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits; and
- d. Form W-9 – Request for Taxpayer Identification Number and Certification.

A complete description of these forms and where to find them is provided in Appendix A of this RFP.

The four required forms are to be submitted under separate cover at the time you submit the proposal. If these forms are not filed at the time you submit your proposal, the proposal may be determined to be non-responsive and rejected.

Please submit one copy of the above forms at the time you submit your proposal. The forms should be submitted under separate cover in a separate, sealed envelope addressed to:

Jim Burruel, Finance Manager
San Francisco Employee's Retirement System
Attention: Website Development RFI
30 Van Ness Avenue, Suite 3000
San Francisco, CA 94102

If a Proposer has previously completed and submitted the required forms to the Retirement System, the Proposer should not do so again unless the Proposer's answers have changed.

Appendix A

Required Vendor Forms

Required Vendor Forms

Office of Contract Administration

All vendors must fill out the first three forms before the City can do business with them.

[1. P-25 - Business Tax Declaration](#)

[2. IRS Form W-9 - Request for Taxpayer Identification Number](#)

[3. HRC 12B-101 SF Admin Code Chapters 12B and 12C Declaration](#)

[4. Vendor Profile Application Package \(Includes Forms 1-3\)](#)

□

The City uses this form to determine if vendors must register with the Tax Collector, and if so, whether they have. All vendors must sign this form, even if they are not located in San Francisco. Please download this form, sign it, and mail it either to Purchasing or to another City department you are dealing with. Purchasing's address is: City Hall, Room 430, San Francisco 94102-4685

Form P-25 - Business Tax Declaration [\(Word\)](#) [\(PDF\)](#) [\[pdf help\]](#)

□

The City needs each vendor's taxpayer ID number, and if we don't already have it, we need you to submit this form to us. If you've already done business with the City before, don't fill out this form because we already have your taxpayer ID number.

We will do our best to make sure the edition we post is current, but we cannot guarantee it. You may want to check the IRS's website at: www.irs.gov/pub/irs-pdf/fw9.pdf. Attached is the IRS form with instructions for filling out the form.

[IRS Form W-9 - Request for Taxpayer Identification Number \(PDF\)](#) [\[pdf help\]](#)

□

The link below goes to the HRC website. Please use your back button to return to Purchasing. You must complete form HRC-12B-101, and you might have to complete other forms depending on your company's particular situation.

[HRC 12B Forms - HRC Website](#)

□

If you've never done business with the City before, please fill out the application to get yourself into the vendor file and to let us know what products or services you sell.

[Vendor Profile Application](#)

Appendix B

Standard Professional Services Contract

Agreement between

THE SAN FRANCISCO EMPLOYEES' RETIREMENT SYSTEM
and

THIS Agreement is made this ____ day of _____, 2008 in the City and County of San Francisco, State of California, by and between: _____ (hereinafter "Contractor") and the San Francisco Employees' Retirement System (hereinafter the "Retirement System") by and through the Retirement Board.

W I T N E S S E T H

WHEREAS, the Retirement System seeks to retain _____ services for the San Francisco Employees' Retirement System; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the _____ services required by the Retirement System under this Agreement;

Now, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Contractor and the Retirement System do hereby agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall be from _____, 2008 to _____, 2013 unless extended through a written amendment or terminated under provisions of Section 17 or any other terms of this Agreement.
2. **Engagement.** The Retirement System hereby engages Contractor, and Contractor hereby accepts such engagement, to provide _____ services to the Retirement System in accordance with the terms and conditions of this Agreement.
3. **Services.** The Contractor shall provide the Retirement System the _____ services described in Statement of Services attached hereto as Exhibit A (the "Services"). Additional services will be provided only upon and in accordance with a written request by the Executive Director or designee acting on behalf of the Retirement System.
4. **Compensation.** For the full performance and the completion of the Services described in Exhibit A, Contractor shall be compensated as set forth in the Fee Schedule attached hereto as Exhibit B (the "Fee Schedule"). The fee includes the compensation for professional fees as well as travel, printing, delivery, secretarial and clerical support services as may be necessary to perform these services in a professional manner. The Contractor shall furnish an itemized statement of services at the end of each quarter. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Retirement System as being in accordance with this Agreement. The Retirement System may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the annual compensation amount of this Agreement exceed \$ _____.

5. **Contractor's Responsibility.** The Contractor represents and warrants that it is duly registered as an investment adviser under the Investment Advisers Act of 1940. The Contractor acknowledges that this Agreement places it in a fiduciary relationship with the Retirement System. As a fiduciary, Contractor shall discharge each of its duties and exercise each of its powers (as those duties and powers are defined herein) with the competence, care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the course of any enterprise of like character and with like aims, in conformance with the California Constitution, Article XVI, Section 17 and with the customary standard of care of a professional Contractor providing services to a U.S. employee pension trust.

The Contractor acknowledges that, to comply with the above-described fiduciary duties, it must maintain independence from all interest other than the interests of the Retirement System members and beneficiaries, as those interests are expressed by the Retirement Board. The Contractor further acknowledges that the Retirement System staff acts as the agent for the Retirement Board in its relationship with the Contractor, but is subordinate to the Retirement Board and cannot direct the Contractor to consider interests contrary to those expressed by the Retirement Board.

The Contractor warrants that it will not delegate its fiduciary responsibilities pursuant to this Agreement.

Within the context of providing the services described in Exhibit A, Contractor's analysis may address tax, legal or other considerations related to various investment strategies or investments. However, the Contractor shall not provide or otherwise be responsible for the provision of tax advice or legal counsel. Contractor shall act in an advisory capacity only.

6. **Key Personnel.** The Retirement System may designate in writing, from time to time, that certain personnel of the Contractor are "key personnel". Contractor shall immediately notify the Retirement System in writing of any changes in key personnel within their organization.
7. **Budget Authorization.** This Agreement is subject to the budget and fiscal provisions of the City and County of San Francisco Charter. Charges will accrue only after prior written authorization certified by the City Controller, and any amount of the Retirement System's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Retirement System at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

The Retirement System has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

This section controls against any and all other provisions of this Agreement.

8. **Invoices.** Contractor shall submit invoices for the Services in a form acceptable to the Retirement System.

9. **False Claims.** Contractor acknowledges that Contractor is subject to Section 21.35 of the San Francisco Administrative Code, which provides that any Contractor who submits a false claim: (a) is liable for three times the amount of damages the Retirement System sustains; (b) is liable for the costs (including attorney's fees), of a civil suit to recover such damages; and (c) may be liable for a civil penalty of up to \$10,000 per claim. Under that Section, a Contractor is deemed to have submitted a false claim if Contractor: (i) knowingly presents (or causes to be presented) to an officer or employee of the Retirement System a false claim or request for payment or approval; (ii) knowingly makes or uses (or causes to be made or used) a false record or statement to get a false claim paid or approved by the Retirement System or to conceal, avoid, or decrease the obligation to pay or transmit money or property to the Retirement System; (iii) conspires to defraud the Retirement System by getting a false claim allowed or paid by the Retirement System; (iv) knowingly makes, uses or causes to made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the Retirement System; or (v) is a beneficiary of an inadvertent submission of a false claim to the Retirement System, subsequently discovers the falsity and fails to disclose it to the Retirement System within a reasonable time after discovery.
10. **Taxes.** To the extent applicable, payment of any payroll expense taxes levied on the Services delivered pursuant to this Agreement shall be the obligation of Contractor.
11. **Independent Contractor.** Contractor shall be an independent Contractor and not an employee of the Retirement System. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the Retirement System's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to the Contractor and to the applicable governmental authority does not exceed the maximum amount specified in Section 4. Contractor shall refund any amounts necessary to effect such reduction.

12. **Insurance.**

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:

- (1) Worker's Compensation, with Employers' Liability Limits not less than \$1,000,000 each accident; and
- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (3) Professional or Fiduciary Indemnity (Error and Omissions) Insurance in the aggregate minimum of \$ _____.

Certificates of insurance evidencing all coverages above, in the form and with Insurers reasonably satisfactory to the Retirement System, will be furnished to the Retirement System before commencing any operations under this Agreement. Upon request, complete copies of these policies will be promptly furnished to the Retirement System.

13. **Indemnification.** Contractor shall indemnify, protect, defend and hold harmless the Retirement System and its officials, employees and agents (each a "Covered Person") from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Losses") and claims for damages of any nature whatsoever, arising from, in connection with or caused by:
- a) any improper or unethical practice in violation of law, bad faith, negligence, or willful misconduct by the Contractor or its agents, except to the extent such indemnity is void or otherwise unenforceable under applicable law in effect or validly retroactive to the date of this Agreement and except to the extent that any such Losses or claims are the result of the negligence, omissions or willful misconduct of the Retirement System;

- b) any breach of any representation or warranty made by the Contractor in this Agreement;
- c) the breach of any covenant, agreement or obligation of the Contractor contained in this Agreement, including any infringement of intellectual property rights, breach of trust, breach of confidentiality, patent, copyright, trademark, trade secret; or
- d) the injury or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly from the Contractor's negligent acts or omission or willful misconduct in the course of the Contractor's performance of this Agreement, except to the extent such indemnity is void or otherwise unenforceable under applicable law in effect or validly retroactive to the date of this Agreement and except where any such Losses or claims are the result of the negligence, omissions or willful misconduct of the Retirement System.

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

14. **Limitation on Liability of the Retirement System.** The Retirement System's payment obligations hereunder shall be limited to the payments under Section 4 of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the Retirement System be liable, regardless of whether the claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
15. **Termination for Convenience.** The Retirement System shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Retirement System shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

Upon termination of this Agreement, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the Retirement System and to minimize the liability of Contractor and the Retirement System to third parties as a result of termination. All such actions shall be subject to the prior approval of the Retirement System. Such actions shall include, without limitation, the orderly liquidation of the portfolio, the cessation of trading, or such other actions as reasonably directed by the Retirement System.

16. **Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Retirement System if it becomes aware of any such fact during the term of this Agreement.

Contractor further acknowledges that it is familiar with Section 3.216 of the San Francisco Campaign and Government Code which prohibits an officer or employee of the Retirement System from soliciting or accepting any gift in excess of \$100 in a calendar year from a person who the officer or employee knows or has reason to know is a restricted source. "Restricted source" is defined in this

section to mean: a) a person doing business with or seeking to do business with the department of the officer or employee; or b) any person who during the prior 12 months knowingly attempted to influence the officer or employee in any legislative or administrative action.

17. **Confidentiality.** Contractor shall keep strictly confidential any of the Retirement System's proprietary or confidential information to which Contractor has access while performing the Services and shall not make any disclosure thereof without the prior written consent of the Retirement System. Contractor's obligation of confidentiality will not apply to information that: (a) is or becomes available from public sources through no breach of Contractor's obligations hereunder; (b) is already in Contractor's possession without an obligation of confidentiality; (c) is rightfully disclosed to Contractor from a third party without an obligation of confidentiality; or (d) is required to be disclosed by court or regulatory order provided Contractor gives the Retirement System prompt notice of any such order.
18. **Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To the Retirement System: Norm Nickens, Executive Assistant to the Executive Director
San Francisco City and County Employees' Retirement System
30 Van Ness Avenue, Suite 3000
San Francisco, CA 94102
Fax No. (415) 487-7023
E-mail address: norm.nickens@sfgov.org

To the Contractor:

Fax No.

19. **Audit.** Contractor shall maintain accurate books and records relating to this Agreement and the Services, including accounting records and copies of all invoices. Contractor shall make such books and records available to the Retirement System for review and audit for at least three (3) years after termination of this Agreement, in a format and at a location that is readily accessible to the Retirement System.
20. **No Assignment or Subcontracting.** The services are personal in nature and Contractor shall perform the work contemplated with resources available within its own organization. Neither this Agreement nor any duties or obligations hereunder may be assigned, subcontracted or delegated by Contractor without prior written consent of the Retirement System.
21. **Earned Income Credit Forms**

Administrative Code Section 12O requires that employers who contract with the Retirement System provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- a. Contractor shall provide Earned Income Credit Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If within thirty (30) days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such thirty (30) days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the Retirement System may pursue any rights or remedies available under this Agreement or under applicable law.
- c. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

22. Local Business Enterprise Utilization

Contractor understands and agrees to comply fully with all the requirements of the Local Business Enterprise Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase the Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provision of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle the Retirement System, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting.

Contractor agrees to maintain records necessary for monitoring its compliance with Chapter 14B for a period of three years following termination of this Agreement.

- 23. Nondiscrimination; Penalties.** In the performance of this Agreement, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes or in retaliation for opposition to

discrimination against such classes, against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor.

a. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the Retirement System elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the S.F. Administrative Code.

b. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

c. The provisions of Chapters 12B and 12C of the S.F. Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §12B.2(h) of the S.F. Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

24. MacBride Principles – Northern Ireland. Pursuant to San Francisco Administrative Code Section 12.F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporation that abide by the MacBride Principles. By signing below, the person executing this Agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

25. Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 814(b) of the San Francisco Environment Code, the City and County of San Francisco urges Contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood wood product, virgin redwood or virgin redwood wood product.

26. Drug-Free Workplace. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Retirement System premises. Contractor agrees to comply with such Act. Any violation of this Section shall be deemed a material breach of this Agreement.

27. Resource Conservation. Contractor shall comply in good faith with Chapter 5 of the San Francisco Environment Code (Resource Conservation), which is hereby made a part of this Agreement as though fully set forth herein.

28. Sunshine Ordinance. Contractor understands that under Section 67.24(e) of San Francisco Administrative Code, contracts, contractors' bids, responses to requests for proposals and all other records of communications between the Retirement System and persons or firms seeking contracts, must be open to public inspection immediately after a contract has been awarded. All information provided by Contractor which is covered by that ordinance (as it may be amended) will be made available to the public upon appropriate request.

29. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contributions to the officer at any time from the commencement of negotiations of the contract until the later of either: (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

30. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years.

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

32. Requiring Minimum Compensation for Employees. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.ci.sf.ca.us/MCO.

33. Requiring Health Benefits for Covered Employees. Unless exempt, Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the HCAO is available on the web at www.ci.sf.ca.us/HCAO.

34. No Waiver. Any failure to enforce any right or to require performance of any provision of this Agreement shall not be considered a waiver of such right or performance.

35. Documents and Reports. The Contractor will furnish to the Retirement System and its authorized representatives, on reasonable notice (which in no event need ever be more than five (5) business days) and during ordinary business hours, full access (including useable electronic data format) to the records maintained by Contractor with regard to this Agreement. Any interest of Contractor in reports, memoranda, or other documents prepared by the Contractor in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the Retirement System in a useable format (including electronic data format) upon demand.

36. Modifications. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by each party hereto.

37. Administrative Remedy. All disputes, controversies or claims arising under or relating to this Agreement shall be settled by the Executive Director of the Retirement System. The Executive Director's decision shall be deemed an exhaustion of all administrative remedies. However, the Executive Director's decision shall not preclude resorting to judicial remedy.

38. California Law; Venue. This Agreement shall be governed by the laws of California. The venue for all litigation or other disputes relative to this Agreement shall be San Francisco, California.

39. Construction. Section headings are for reference only and shall not be used to interpret this Agreement. Terms such as "hereunder" or "herein" refer to this Agreement as a whole. Terms such as "include" or "including" shall be deemed followed by the words "without limitation." References to consents, approvals, determinations or other decisions of the Retirement System shall refer to the sole judgment of the Retirement System.

40. Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all other oral or written provisions. The attached Appendices A and B are a part of this Agreement.

41. Compliance with Laws. Contractor shall comply with the City and County of San Francisco Charter, codes, ordinances and regulations and with applicable state and federal laws and regulations (including the Americans with Disabilities Act), as they may be amended from time to time.

42. Severability. If any provision hereof is found to be invalid or unenforceable, such finding shall not affect the validity of any other provision hereof; and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

43. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

44. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private

property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require the Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first referenced above.

CITY AND COUNTY OF SAN FRANCISCO
RETIREMENT SYSTEM (Retirement System)

By: _____

Date:

Clare M. Murphy, Executive Director

_____ **(Contractor)**

By: _____

Date:

Authorized Party, Title