Request for Qualifications for

Executive Recruitment and Search Services
for the San Francisco City and County
Employees’ Retirement System

Re-issue Date: April 8, 2019
Response due: April 30, 2019, 5:00 p.m. (PDT)
# Request for Qualifications for Executive Search and Search Services for SFERS

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Request for Qualifications

I. Introduction, Blackout Period, Schedule

A. General

The San Francisco Employees' Retirement System ("SFERS") issues this Request for Qualifications for Executive Recruitment and Search Services ("RFQ") to serve as needed to conduct specialized executive recruitments and searches for both executive and investment professionals for SFERS. Examples of executive recruitments included in this RFQ are searches for the following SFERS executive and investment staff: Executive Director, Deputy Executive Director, Chief Investment Officer and Managing Directors.

SFERS is a public defined benefit pension plan established by the Charter ("Charter") of the City and County of San Francisco ("City") and is administered by a seven-member Retirement Board ("Board"). The Board is comprised of three elected employee members, three mayoral appointees, and one member of the San Francisco Board of Supervisors appointed by the President of the Board of Supervisors. The Board is responsible for hiring the Executive Director and SFERS actuary. For these recruitments, the selected firm will work closely with the Board, committees of the Board and department human resources to ensure the recruitment process attracts a diverse group of highly qualified candidates. The Executive Director is responsible for hiring the Chief Investment Officer and all investment professionals. For the investment recruitments, the selected firm will work closely with the Executive Director and department human resources.

SFERS is charged with administering retirement, disability and death benefits for approximately 76,000 plan members and their beneficiaries. As of December 2018, SFERS had approximately $24 billion in assets in global public equities, fixed income, real estate and alternative investments. The assets are managed by in-house staff and external investment managers.

Search firms that submit a response to this RFQ ("Respondents") and are selected will be eligible to conduct executive searches if and when SFERS seeks to hire executive or investment staff.

Respondents must satisfy the minimum qualifications set forth in this RFQ and demonstrate superior expertise in executive searches.

The selected firm(s) will be eligible to enter into a contract (the "Contract") to perform the work, project or services (the "Work") described in Section II of this RFQ, if and when the SFERS Board or Executive Director determines the need to perform an executive search. Prior to engagement to perform a recruitment, a firm must execute the Contract, substantially in the form of the contract attached as Appendix C to this RFQ, with SFERS for that engagement.
The selected firm(s) will be eligible to conduct executive searches on behalf of SFERS for a period of three years from the date the selection is approved by the Board.

B. Blackout Period

For the duration of the RFQ process, SFERS and the Board will enter into a “blackout” period during which communications and meetings related to the subject matter of this RFQ and any response to this RFQ between potential responders and SFERS employees and Board members, is prohibited. This blackout period is effective as of the posting of this RFQ and continues until the earlier of (1) the date the selected firm is approved by the Board, or (2) termination of the RFQ process by SFERS.

This blackout period enables SFERS to treat all potential responders fairly during the RFQ selection process and permits the review and evaluation of the responses to be fair and unbiased.

Blackout conditions are outlined below:

1. Potential candidates are to refrain from communications with SFERS employees and Board members. Communications include, but are not limited to, meetings, telephone conversations, letters, and email.
2. The following communications are permitted during the blackout period: written inquiries submitted as provided in Section VI(B) of this RFQ and any interviews scheduled by SFERS as part of the RFQ evaluation process.
3. Potential candidates may communicate with SFERS employees and Board members only if such communications are limited to discussions that are unrelated to this RFQ, the potential candidate’s services that are covered by this RFQ, or the potential candidate’s response to the RFQ.
4. Nothing in this blackout period shall limit a potential candidate who is currently engaged by SFERS as a service provider from participating in meetings and communications with SFERS employees and Board members as required to effectively conduct the business and services under the existing engagement.

If a potential candidate has any questions regarding the blackout period, please submit the questions in writing as provided by Section VI(A) – (C) of this RFQ.
C. Schedule

The anticipated schedule for this RFQ is as follows:

<table>
<thead>
<tr>
<th>Response Phase</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>RFQ re-issued by SFERS</td>
<td>April 8, 2019</td>
</tr>
<tr>
<td>Deadline for submission of written questions or requests for clarification</td>
<td>April 15, 2019 at 5:00 p.m. PDT</td>
</tr>
<tr>
<td>Responses due</td>
<td>April 30, 2019 at 5:00 p.m. PDT</td>
</tr>
<tr>
<td>Oral interviews by SFERS Personnel Committee or Executive Director, if any, with Respondents selected for further consideration</td>
<td>TBD</td>
</tr>
<tr>
<td>Oral interviews by SFERS Board, if any, with Respondents selected for further consideration</td>
<td>TBD</td>
</tr>
</tbody>
</table>

II. Scope of Work

The Scope of Work described below is intended as a general guide and not as a complete list of all aspects of the services to be performed under this RFQ. The services requested include, but are not limited to, the following:

A. Review the current position description and confer with the SFERS Personnel Committee, SFERS Board and/or Executive Director regarding the duties and responsibilities of the executive or investment position(s), minimum and desirable qualifications, and evaluation criteria including modifications to the position description to address the current and future requirements and SFERS’ leadership goals;

B. Based on the feedback from SFERS Board, committees and/or Executive Director, revise and update the position description;

C. Prepare a professional, comprehensive and attractive Recruitment Profile which highlights information about SFERS, its governance structure, the department, the job and its minimum and desirable qualifications;

D. Coordinate to establish a proactive recruitment plan for attracting executive-level candidates with diverse backgrounds utilizing local, regional and national resources;

E. Coordinate execution of the recruitment plan including working with the SFERS Board, committees, and/or Executive Director to evaluate and conduct an initial screening of candidates to create a short list of qualified candidates; perform background and reference checks; and conduct interviews with the short list of qualified candidates;
F. Coordinate interviews with selected qualified candidates, including coordination of travel and accommodation arrangements for candidates and interviewers;

G. Prepare documentation and support of selection and non-selection recommendations;

H. Conduct comprehensive reference checks, including verification of professional and educational credentials;

I. Conduct comprehensive candidate background checks, including financial and criminal records;

J. Schedule periodic meetings and conference calls to discuss recruitment developments, strategies, and status; and

K. Assist the SFERS Board, committees, and/or Executive Director in all phases of recruitment and hiring for selected positions; attend Board and committee meetings as necessary.

III. Submission Requirements

A. Time and Place for Submission of Responses

Responses must be received by 5:00 p.m. (PDT) on April 30, 2019 (“Submission Deadline”). Postmarks will not be considered in judging the timeliness of submissions. Responses may be delivered in person and left with the receptionist or mailed to:

Jay Huish, Executive Director  
San Francisco Employees' Retirement System  
1145 Market Street, 7th Floor  
San Francisco, CA 94103

Respondent shall submit both the following items for a response to be complete:

(i) FIVE paper copies of its response in a sealed envelope clearly marked “Executive Search RFQ” to the above address; and

(ii) one USB flash drive with an electronic version of the response.

Responses that are submitted by fax will not be considered. Late submissions will not be considered. Timely submission of only an electronic version of the response is insufficient.

B. Format

SFERS will place responses in three-ring binders for the selection committee. Please use three-hole recycled paper, print double-sided to the maximum extent practical, and bind the response with a binder clip or rubber band, or submit it in a three-ring binder. Please do not bind the response with a spiral binding, glued binding, or anything similar. Respondents may use tabs or other separators within the document.

If Respondent’s response is lengthy, please include a Table of Contents.
C. Content

Completeness, clarity and brevity will be looked upon favorably. Respondent should submit all information requested in this RFQ in the specified format. Responses not meeting RFQ requirements or that are incomplete in any way may be rejected. Respondents are urged to read this RFQ carefully, to take care in the preparation of responses, and to carefully proofread the final versions for accuracy and completeness.

Respondents must submit responses to the questions in Appendix A attached hereto in the form requested in the appendix. Additionally, before any contracts are awarded, Respondents must file the forms listed on Appendix B attached hereto.

IV. Evaluation and Selection Criteria

A. Minimum Qualifications

Respondent must demonstrate that it meets the minimum qualifications outlined below in its response to this RFQ. Any response that does not demonstrate that the Respondent meets these minimum qualifications by the Submissions Deadline will be considered non-responsive and will not be eligible for consideration in the Pool. The Respondent must:

1. have at least ten (10) years of significant experience in recruitment of executive and investment staff on behalf of public pension plans;
2. identify at least two firm staff who are proposed to provide services under this RFQ, each of whom has at least ten (10) years of significant experience in recruitment of executive and investment staff; and
3. identify at least five clients for which Respondent successfully recruited executive or investment professionals in the last five years.

B. Selection Criteria

A selection committee will evaluate the responses generally in accordance with the criteria itemized below.

1. Firm Experience and Qualifications (30 Points)

   - Experience and depth of the executive search experience identified in Respondent’s response to this RFQ.
   - Experience providing services similar to the work in this RFQ to public pension plans of comparable or larger fund size.
   - Results of reference checks.
• Conflict of interest issues.

2. **Assigned Staff (45 Points)**
   
   - Experience of assigned firm staff in providing the services under this RFQ to public pension plans of comparable or larger fund size.
   - Professional experience and educational qualifications of assigned staff.
   - Staffing model (i.e., resources, skills, and processes to be applied) for services under this RFQ.

3. **Method, Approach and Technical Capabilities for Executive Recruitment (25 Points)**
   
   - Ability to satisfy the requirements of the Scope of Work as described in Section II of this RFQ.
   - Ability to effectively and timely communicate with and advise the SFERS Board, Personnel Committee, and/or SFERS Executive Director on executive search matters.
   - Fees and costs structure associated with the services described in this RFQ.

4. **Interviews, if any (25 Points)**

   Following the evaluation of written responses, the Office may require respondents receiving the highest scores to participate in interviews, to be scheduled by SFERS. Respondent should ensure that all significant personnel who will be providing services to SFERS are present during any interview. Interview scores will be based on presentation and communication skills. The interview score will be combined with the results of the written response evaluation for a cumulative score.

V. **Contract Award**

A. **Contract Award**

   The selection of a response shall not imply acceptance by SFERS of any terms of the response, which are subject to further negotiations and approvals before SFERS may be legally bound. The selected respondent must be willing to enter into a written agreement that is substantially in the form of the Agreement for Professional Legal Services attached hereto as Appendix C. Failure to timely execute the 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 contract negotiations. If a satisfactory contract cannot be
negotiated in a reasonable time, SFERS, in its sole discretion, may terminate negotiations with any Respondent(s).

VI. Terms and Conditions for Receipt of Responses

A. Errors and Omissions in RFQ

Respondents are responsible for reviewing this RFQ in its entirety. Respondents are to promptly notify SFERS, in writing, if there is any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to SFERS promptly after discovery, but in no event later than 5:00 p.m. (PDT) on April 15, 2019 to Jay Huish, Executive Director (jay.huish@sfgov.org). Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFQ

Inquiries regarding the RFQ and any request for written interpretation or clarification of RFQ questions or procedures must be in writing and submitted by email not later than 5:00 p.m. (PDT) on April 15, 2019 to Jay Huish, SFERS Executive Director (jay.huish@sfgov.org). SFERS will only respond to inquiries for written interpretation or clarifications of RFQ questions or procedures. This opportunity to seek interpretation or clarification of the RFQ is not an opportunity to ask general questions.

C. Objections to RFQ Terms

Should a Respondent object on any ground to any provision or legal requirement set forth in this RFQ, the Respondent must, not later than 5:00 p.m. (PDT) on April 15, 2019, provide written notice to SFERS by email to Jay Huish, SFERS Executive Director (jay.huish@sfgov.org) setting forth with specificity the grounds for the objection. The failure of a Respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any objection a Respondent may have.

D. Addenda

SFERS may modify this RFQ, prior to the Submissions Deadline, by issuing addenda, which will be posted on the website of SFERS (http://www.mysfers.org). Respondents shall be responsible for ensuring that its response reflects any and all addenda issued by SFERS prior to the Submissions Deadline regardless of when the response is submitted. Therefore, SFERS recommends that Respondents consult the websites frequently, including shortly before the response due date, to ensure that Respondent has downloaded all addenda.

E. Term of Response
Submission of a response signifies that the proposed services and fees are valid for at least 180 calendar days from the Submissions Deadline and that the fees contained therein are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Response

A Respondent may revise a response on the Respondent’s own initiative at any time before the Submissions Deadline. The Respondent must submit the revised response in the same manner as the original, as set forth in Section III of this RFQ. A revised response must be received by the Submissions Deadline. In no event will a statement of intent to submit a revised response or commencement of a revision process extend the Submissions Deadline for any Respondent.

At any time during the response evaluation process, SFERS may require a Respondent to provide oral or written clarification of its response. SFERS reserves the right to make an award without further clarifications of responses received.

G. Errors and Omissions in Response

Failure by SFERS to object to an error, omission, or deviation in the response will in no way modify the RFQ or excuse the Respondent from full compliance with the specifications of this RFQ or any contract awarded pursuant to this RFQ.

H. Financial Responsibility

SFERS accepts no financial responsibility for any costs incurred by a Respondent in responding to this RFQ. Responses submitted in response to this RFQ are the property of SFERS and may be used in any way deemed appropriate by SFERS.

I. Respondent’s Obligations under the Campaign Reform Ordinance

Respondents must comply with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code (“Section 1.126”), which states that:

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) six months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.
If a Respondent 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 Respondent 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: (1) a vendor contacts a city officer or employee to promote himself or herself as a proposer for a contract; and (2) 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 Qualification, 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:

1. **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.

2. **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.

3. **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, Respondents should contact the San Francisco Ethics Commission at (415) 252-3100.

**J. Sunshine Ordinance**

In accordance with San Francisco Administrative Code Section 67.24(e), contractors’ bids, responses to request for proposals and all other records of communications between SFERS 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 by Respondent that is covered by Section 67.24(e) will be made available to the public upon request.

K. Public Access to Meetings and Records

If a Respondent 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 San Francisco Administrative Code, the Respondent must comply with Chapter 12L. The Respondent must include in its response (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Respondent’s meetings and records, and (2) a summary of all complaints concerning the Respondent’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 Respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Respondent’s Chapter 12L submissions shall be grounds for rejection of the response and/or termination of any subsequent agreement reached on the basis of the response.

L. Reservations of Rights by the City

The issuance of this RFQ 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 responses;
3. Reissue a Request for Proposals or Qualifications;
4. Prior to the Submission Deadline, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any services to be provided under this RFQ, or the requirements for contents or format of the responses; or
5. Procure any services specified in this RFQ by any other means.

M. No Waiver

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

VII. Contract Requirements

A. Nondiscrimination in Contracts and Benefits
A selected firm contracting with the City will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the Contract Monitoring Division’s website at http://www.sfgsa.org/index.aspx?page=6058.

B. Minimum Compensation Ordinance (MCO)

A selected firm contracting with the City will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P. Generally, the MCO requires contractors to provide employees covered by the MCO who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

C. Health Care Accountability Ordinance (HCAO)

A selected firm contracting with the City will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q. Respondents should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

D. Conflicts of Interest

A selected firm will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including (i) Section 15.103 of the City’s Charter, (ii) Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and (iii) Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. A selected firm will be required to acknowledge that they are familiar with these laws; certify that they do not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if they become aware of any such fact during the term of their engagement with SFERS.
Individuals who will perform work for SFERS on behalf of a selected firm might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying Selected Candidates that the City has selected such Respondents for inclusion in the Pool.

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five business days of SFERS' issuance of a notice of non-responsiveness, any Respondent that has submitted a response and believes that SFERS has incorrectly determined that its response is non-responsive may submit a protest, captioned “Notice of Protest.” Such protest must be received by SFERS on or before the fifth business day following SFERS’ issuance of the notice of non-responsiveness. The protest must include a written statement specifying in detail each of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the Respondent must specify facts and evidence sufficient for SFERS to determine the validity of the protest.

Within five business days of SFERS’ issuance of a notice of intent to select a firm, any Respondent that has submitted a responsive response and believes that SFERS has incorrectly selected another Respondent for award may submit a written protest, captioned “Notice of Protest.” Such protest must be received by SFERS on or before the fifth business day after SFERS’ issuance of the notice of intent to hire the selected firm.

The protest must include a written statement specifying in detail each one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the Respondent must specify facts and evidence sufficient for SFERS to determine the validity of the protest.

B. Delivery of Protests

All protests must be received by the due date as described above. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date SFERS received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Jay Huish, Executive Director
San Francisco Employees’ Retirement System
1145 Market Street, 7th Floor
San Francisco, CA 94103
jay.huish@sfgov.org
APPENDIX A

RFQ Questions

To respond to this RFQ, Respondents must respond to each of the items below, in the same order listed. Completeness, clarity and brevity will be looked upon favorably. Please limit your responses to the items in this Appendix A to no more than fifteen (15) pages total with a font of at least 11 points (excluding required attachments and attorneys’ resumes). Please restate each question in bold face before your response and be as specific as possible. Answers that merely provide generalities may be deemed non-responsive. The written consent of SFERS will be required prior to the substitution of any personnel identified as assigned to provide services under this RFQ.

1. Firm Organization and Background

a) Please provide a short introduction and executive summary of not more than two pages which includes the name, address, telephone number, email address and facsimile number of the person authorized to represent the Respondent with respect to all notices, negotiations, discussions and other communications relating to this RFQ, to any further selection process, and to any negotiations related to a contract for the services described in this RFQ.

b) Please provide narrative statements which demonstrate that Respondent meets the minimum qualifications set forth in Section IV(A). Narrative statements should not exceed three pages and should address the following:

i. years of experience conducting executive searches;

ii. identify and describe the experience of at least two firm staff who are proposed to provide services under this RFQ, each of whom has at least ten (10) years of experience in recruitment of executive and investment staff for public pension plan clients; and

iii. identify at least two public pension plan clients for which Respondent successfully recruited executive or investment professionals in the last five years (please include the name, title and contact information for each reference and please note that references may be checked at any point during the RFQ process).

c) Please provide an overall description of Respondent’s firm, including the following:

i. Respondent’s organizational structure (e.g., corporation, partnership, limited liability company);

ii. ownership structure;
iii. years in existence;
iv. years of experience conducting executive searches;
v. financial condition;
vi. total number of employees; and
vii. headquarters and regional office locations, including the number of firm staff at each location who provide executive search services relevant to this RFQ.

d) Please briefly describe each firm staff member who may be assigned to provide services under this RFQ, including for each staff member:
i. location of office;
ii. title and role within Respondent’s firm;
iii. number of years with Respondent’s firm;
iv. years of experience providing executive search services;
v. expected role and responsibilities in providing the services described in this RFQ;
vi. qualifications and any specialized expertise; and
vii. relevant public pension executive searches within the past five years.

2. Executive Search Methodology

a) Please provide a description of the firm’s recruitment methodology to conduct executive searches including any differences between conducting executive and investment staff searches.

b) Please describe the average time taken to perform a typical executive search supported by a typical timeline listing typical milestones and their time to completion. Please consider that the SFERS searches may include discussions/approvals at public meetings at various key milestones of the process.

3. Executive Search Experience

a) Provide a complete listing of the firm’s executive searches for high-level executive and investment positions for public pension plans during the last five years.

b) List all executive searches commenced over the past five years which will not be completed with an explanation.
c) Provide a list of all City and County of San Francisco executive search engagements within the past 10 years.

4. Fees
   
a) Please describe Respondent’s proposed fee arrangement for the services described in this RFQ.

b) Provide an explanation of how total costs for executive searches are determined in the firm’s response to this RFQ.

c) Discuss any additional information related to the proposed fees that Respondent believes will be relevant to SFERS in considering the Respondent’s fees.

5. Miscellaneous
   
a) Please discuss any additional information that Respondent would like SFERS to know about Respondent that may impact consideration of Respondent as a potential service provider to SFERS.
APPENDIX B

Standard Forms

A. How to become Eligible to Do Business with the City:

Before the City may enter into a contract with any vendor, the vendor must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms:

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City’s supplier portal located at https://sfcitypartner.sfgov.org/:

1. Vendor Application Packet (includes New Vendor Number Request Form and IRS Form W-9)
2. CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)
3. CMD 12B-101 Declaration of Nondiscrimination in Contracts and Benefits

C. Vendor Eligibility and Invoice Payment:

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City’s Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City’s supplier portal located at https://sfcitypartner.sfgov.org/.

D. Vendor Eligibility Forms:

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<thead>
<tr>
<th>Form</th>
<th>Purpose/Info</th>
<th>Routing</th>
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<tbody>
<tr>
<td>CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</td>
<td>This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
<tr>
<td>Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation (Form CMD-12B-101)</td>
<td>This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
</tbody>
</table>
domestic partners. For more information and assistance, please visit the City Administrator’s **Contract Monitoring Division Equal Benefits** web page.

| Vendor Profile Application | Includes New Vendor Number Request Form and IRS Form W-9. | [https://sfcitypartner.sfgov.org/](https://sfcitypartner.sfgov.org/) |

### E. Supplemental Forms:

<table>
<thead>
<tr>
<th>Form:</th>
<th>Required If:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Compensation Ordinance (MCO) Declaration (pdf)</td>
<td>You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.</td>
</tr>
<tr>
<td>Health Care Accountability Ordinance (HCAO) Declaration (pdf)</td>
<td>You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.</td>
</tr>
<tr>
<td>Insurance Requirements (pdf)</td>
<td>The solicitation requires the successful proposer to demonstrate proof of insurance.</td>
</tr>
<tr>
<td>Payment (Labor and Material) Bond (pdf)</td>
<td>The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.</td>
</tr>
<tr>
<td>Performance Bond (pdf)</td>
<td>The solicitation requires the awarded vendor to post a Performance bond.</td>
</tr>
<tr>
<td>Local Business Enterprise Program Application (<a href="https://sfcitypartner.sfgov.org/">Contract Monitoring Division</a>)</td>
<td>You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts.</td>
</tr>
</tbody>
</table>

For further guidance, refer to the City’s supplier training videos that are located online at: [https://sfcitypartner.sfgov.org/](https://sfcitypartner.sfgov.org/).
APPENDIX C

Form of Agreement for Professional Legal Services
CONSULTING AGREEMENT

BETWEEN

SAN FRANCISCO CITY AND COUNTY EMPLOYEES' RETIREMENT SYSTEM

AND

This Consulting Agreement (this "Agreement") is made this _____ day of __________, 2019 in the City and County of San Francisco (the "City"), State of California, by and between ______________________ ("Consultant") and the San Francisco City and County Employees' Retirement System (the "Retirement System").

RECITALS

WHEREAS, the Retirement System is a duly established and existing public retirement system created under the Charter of the City;

WHEREAS, the board of the Retirement System (the "Retirement Board") has plenary authority and fiduciary responsibility for investment of monies and administration of the Retirement System;

WHEREAS, the Retirement Board, through the Retirement System, seeks to retain a consultant to provide executive recruitment and search services (the "Proposed Services");

WHEREAS, the Retirement System issued a Request for Qualifications with respect to the Proposed Services ("RFQ") and as a result of the competitive selection process in connection with that RFQ (the "RFQ Process"), the Retirement System recommended, and the Retirement Board approved, selection of Consultant to provide the Proposed Services based on Consultant’s representations during the RFQ Process; and

WHEREAS, Consultant 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, Consultant and the Retirement System do hereby agree as follows:

1. **Term of the Agreement.** Subject to Section 8 of this Agreement, the term of this Agreement shall be from ___________ to ___________.
2. **Engagement.** The Retirement System hereby engages Consultant, and Consultant hereby accepts such engagement, to provide executive recruitment and search services to the Retirement System in accordance with the terms and conditions of this Agreement and applicable federal, state and local laws.

3. **Services.** Consultant agrees to perform the services described in Exhibit A, Scope of Services, attached hereto and incorporated by reference as if fully set forth herein. Consultant’s services shall meet the requirements and standards set forth in this Agreement. Consultant will promptly correct any errors or omissions in the provision of such services, at no cost or expense to System and in a timely manner after a request by System.

4. **Compensation.**

   (a) **Fees.** For the full performance and the completion of the Services, Consultant shall be compensated as set forth in the Fee Schedule attached hereto as Exhibit C and incorporated by reference as though fully set forth herein (the “Fees”). The Fees include the compensation for professional services as well as travel and other out-of-pocket expenses, printing, delivery, secretarial and clerical support services and any other costs incurred as may be necessary to perform the Services in a professional manner. No charges shall be incurred under this Agreement nor shall any payments become due to Consultant until reports, services, or both, required under this Agreement are received from Consultant and approved by the Retirement System as being in accordance with this Agreement. The Retirement System may withhold payment to Consultant in any instance in which Consultant has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall the Retirement System be liable for interest or late charges for any late payments.

   (b) **Fee Ceiling.** In no event shall the annual compensation amount under this Agreement exceed $ ____________.

   (c) **Payment Does Not Imply Acceptance of Services.** The granting of any payment by the Retirement System, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to replace unsatisfactory Services, although the unsatisfactory character of such Services may not have been apparent or detected at the time such payment was made. Services that do not conform to the requirements of this Agreement may be rejected by the Retirement System and in such case must be replaced by Consultant without delay.

5. **Personnel.**

   (a) **Qualified Personnel.** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Consultant.
assignment or substitution of personnel, but all personnel, including those assigned or
substituted at the Retirement System’s request, must be supervised by Consultant.
Consultant shall commit adequate resources to complete the services within the
schedule specified in this Agreement.

(b) **Key Personnel.** The Retirement System may designate in writing, from time to time,
that certain personnel of Consultant are “key personnel.” Consultant shall
immediately notify the Retirement System in writing of any changes in key personnel
within its organization.

6. **Budget Authorization.** This Agreement is subject to the budget and fiscal provisions of the
City’s 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 City Mayor and the City Board of Supervisors. Consultant’s
assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

This Section 8 controls against any and all other provisions of this Agreement.

7. **Invoices.** Consultant shall submit invoices for the Services in a form acceptable to the
Retirement System. Consultant shall also furnish an itemized statement of services at the
end of each quarter. Consultant shall send invoices to (or to such other recipient or address as
the Retirement System from time to time may specify in writing to Consultant in accordance
with the notice provision in Section 19 of this Agreement):

San Francisco City and County Employees’ Retirement System
1145 Market Street, 7th Floor
San Francisco, CA 94103

Consultant shall also send electronic copies of such invoices to (or to such other recipient or
address as the Retirement System from time to time may specify in writing to Consultant in
accordance with the notice provision in Section 19 of this Agreement).

8. **False Claims.** The full text of Section 21.35 of the San Francisco Administrative Code, as
amended ("False Claims Ordinance"), including the enforcement and penalty provisions, is
incorporated into this Agreement. Consultant acknowledges that Consultant is subject to the
False Claims Ordinance. Pursuant to the False Claims Ordinance, if Consultant submits a false
claim, Consultant shall be liable for the statutory penalties set forth therein. Consultant is
deemed to have submitted a false claim to the Retirement System if Consultant: (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, 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; (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 be 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 of the claim, and fails to disclose the false claim to the Retirement System within a reasonable time after discovery of the false claim.

9. **Taxes.** Consultant shall have the sole obligation to pay any taxes, including without limitation payroll taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant under this Agreement.

10. **Independent Contractor.**

   (a) **Independent Contractor Status.** In performing the Services, Consultant or any agent or employee of Consultant shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work under this Agreement. Consultant or any agent or employee of Consultant shall not have employee status with the Retirement System, nor be entitled to participate in any plans, arrangements, or distributions by the Retirement System pertaining to or in connection with any retirement, health or other benefits that the Retirement System may offer its employees. Consultant or any agent or employee of Consultant is liable for the acts and omissions of itself, its employees and its agents. Consultant shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Consultant’s performing services and work, or any agent or employee of Consultant providing same.

   Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Retirement System and Consultant or any agent or employee of Consultant.

   (b) **Payment of Taxes.** If any governmental authority should, nevertheless, determine that Consultant is an employee for purposes of collection of any employment taxes, then the Retirement System’s payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to the Consultant and to the applicable governmental authority does not exceed the maximum amount specified in Section 4 of this Agreement. Consultant shall refund any amounts necessary to effect that reduction.

11. **Insurance.**

   (a) Without in any way limiting Consultant’s liability pursuant to Section 12 of this Agreement, Consultant must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
(1) worker's compensation, in statutory amounts, with employers' liability limits not less than $1,000,000 each accident;

(2) commercial general liability insurance with limits not less than $1,000,000 each occurrence, including without limitation combined single limit for bodily injury and property damage, including contractual liability, personal injury, products, completed operations and hired and non-owned automobiles;

(3) professional or fiduciary indemnity (errors and omissions) insurance in the aggregate minimum of $10,000,000; and

(4) technology errors and omissions liability with limits of not less than $1,000,000 each claim with respect to failure against programming errors, software performance, failure to perform work as agreed, and errors and omissions in connection with the products and services provided.

(b) Commercial general liability insurance policy must be endorsed to: (i) name as additional insured the Retirement System and its officers, agents, and employees; and (ii) provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) All policies shall be endorsed to provide thirty (30) days' advance written notice to the Retirement System of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the Retirement System in accordance with Section 21 hereof.

(d) Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of five (5) years beyond the expiration or earlier termination of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration or earlier termination of the Agreement, such claims shall be covered by such claims-made policies.

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

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

(g) Before commencing any services under this Agreement, Consultant shall furnish to the Retirement System certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to the Retirement System, in form evidencing all coverages set forth herein. Consultant shall also furnish to the Retirement System such certificates and endorsements on an annual basis.

(h) If Consultant will use any subcontractor(s) to provide services under this Agreement, Consultant shall require the subcontractor(s) to provide all necessary insurance and to name the Retirement System, its officers, agents and employees and the Consultant as additional insureds.

(i) Approval of the insurance by the Retirement System shall not relieve or decrease the liability of Consultant hereunder.

12. **Indemnification.** Consultant shall indemnify and save harmless the Retirement System and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof (a) arising directly or indirectly from any breach of any representation or warranty made by Consultant in this Agreement, (b) arising directly or indirectly from any breach of any covenant, agreement or obligation of Consultant contained in this Agreement, including without limitation breach of fiduciary duty, breach of the Standard of Care, breach of trust or breach of confidentiality, (c) arising directly or indirectly from any (i) bad faith, (ii) negligence, (iii) willful misconduct or (iv) improper or unethical practice in violation of law by Consultant or its agents or (d) for injury to or death of a person, including employees of Consultant or loss of or damage to property, arising directly or indirectly from Consultant’s performance of this Agreement, including, but not limited to, Consultant’s use of facilities or equipment provided by the Retirement System or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on the Retirement System, except, in the case of each of subsection (c) and subsection (d) of this Section 14, to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except, in the case of subsection (d) of this Section 12, where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the Retirement System and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Consultant, its subcontractors or either’s agent or employee. The foregoing indemnities shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the Retirement System’s costs of investigating any claims against the Retirement System. In addition to Consultant’s obligation to indemnify the Retirement System, Consultant 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 Consultant by the Retirement System and continues at all times thereafter.

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

13. **Limitation on Liability of the Retirement System.** The Retirement System’s payment obligations under this Agreement shall be limited to the payment of the compensation provided for in Section 4 of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the Retirement System be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

14. **Default; Remedies.**

(a) Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Consultant fails or refuses to perform or observe any term, covenant or condition contained in any of the following sections of this Agreement:

(A) Section 8 (False Claims);
(B) Section 9 (Taxes);
(C) Section 11 (Insurance);
(D) Section 18 (Proprietary or Confidential Information);
(E) Section 23 (No Assignment or Subcontracting);
(F) Section 29 (Alcohol and Drug-Free Workplace); and
(G) Section 42 (Compliance with Laws).

(2) Consultant fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten (10) days after written notice thereof from the Retirement System to the Consultant;

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

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

(b) On and after any Event of Default, the Retirement System shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, the Retirement System shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Consultant any Event of Default; Consultant shall pay to the Retirement System on demand all costs and expenses incurred by the Retirement System in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The Retirement System shall have the right to offset from any amounts due to Consultant under this Agreement or any other agreement between the Retirement System and Consultant all damages, losses, costs or expenses incurred by the Retirement System as a result of such Event of Default and any liquidated damages due from Consultant pursuant to the terms of this Agreement or any other agreement.

(c) All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

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 Consultant written notice of termination (the “Termination Notice”). The Termination Notice shall specify the date on which termination shall become effective.

Upon receipt of the Termination Notice, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to effect the termination of this Agreement on the date specified by the Retirement System and to minimize the liability of Consultant 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 cessation of performance of all services under this Agreement on the date(s) and in the manner specified by the Retirement System, the completion of performance of any service that the Retirement System designates to be completed prior to the date of termination specified by the Retirement System or such other actions as directed by the Retirement System.

Within thirty (30) days following the termination date specified by the Retirement System, Consultant shall submit to the Retirement System an invoice, which shall provide details of all activities and services rendered through the date of termination.

16. Rights and Duties upon Termination. This Section 16 and the following sections of this Agreement shall survive termination of this Agreement:

(a) Section 4(c) (Payment Does Not Imply Acceptance of Services);
(b) Section 8 (False Claims);
(c) Section 9 (Taxes);
(d) Section 10 (Independent Contractor);
(e) Section 11 (Insurance);
(f) Section 12 (Indemnification);
(g) Section 13 (Limitation on Liability of the Retirement System);
(h) Section 18 (Proprietary or Confidential Information);
(i) Section 20 (Ownership of Results);
(j) Section 21 (Works for Hire);
(k) Section 22 (Audit and Inspection of Records);
(l) Section 37 (Modifications);
(m) Section 38 (Administrative Remedy);
(n) Section 39 (California Law; Venue);
(o) Section 40 (Construction);
(p) Section 41 (Entire Agreement); and
(q) Section 44 (Severability).

Subject to the immediately preceding sentence, upon termination of this Agreement, this Agreement shall terminate and be of no further force or effect. Consultant shall transfer title to the Retirement System, and deliver in the manner, at the times, and to the extent, if any, directed by the Retirement System, any work in progress, completed work and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to the Retirement System, in each case including without limitation any and all performance data of the Retirement System. Upon termination of this Agreement, Consultant agrees to cooperate with the Retirement System and any other consultant designated by the Retirement System in writing to ensure an orderly termination process.
17. **Prohibited Activities.**

(a) Consultant represents and warrants that it does not and shall not knowingly employ, retain or compensate in any capacity: any employee, fiduciary, agent, consultant or other service provider of the Retirement System, or any member of the Retirement Board, who either could influence the award of this Agreement or any competing agreement, or who does or will have any direct or indirect financial interest in this Agreement ("Interested Person"), and any spouse or economic dependent of any Interested Person.

(b) By executing this Agreement, Consultant certifies that it does not know of any fact which constitutes a violation of: (i) Section 15.103 of the Charter, (ii) Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, as amended, (iii) Section 87100 et seq. of the Government Code or (iv) Section 1090 et seq. of the Government Code, and further agrees promptly to notify the Retirement System if it becomes aware of any such fact during the term of this Agreement. Consultant further acknowledges that individuals who will provide services under this Agreement may be deemed consultants under state and local conflict of interest laws. Consultant agrees to use its best efforts to require that such individuals submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the Retirement System within ten (10) calendar days of the Retirement System's written request.

(c) Consultant further acknowledges that it is familiar with Section 3.216 of the San Francisco Campaign and Governmental Conduct Code, as amended (the "Gifts Ordinance"), which prohibits an officer or employee of the Retirement System from soliciting or accepting any gift from a person who the officer or employee knows or has reason to know is a restricted source. The Gifts Ordinance defines "restricted source" to mean: (i) a person doing business with or seeking to do business with the department of the officer or employee; or (ii) any person who during the prior twelve (12) months knowingly attempted to influence the officer or employee in any legislative or administrative action. Consultant certifies that it does not know of any facts that constitute a violation of those 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.

18. **Proprietary or Confidential Information.** Consultant understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by the Retirement System and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Retirement System. Consultant agrees that all information disclosed by the Retirement System to Consultant shall be held in confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

19. **Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail (with confirmation of receipt) or by fax (with confirmation of receipt), and shall be addressed as follows (or to such other recipient or address
as either party from time to time may specify in writing to the other party in accordance with this notice provision):

To the Retirement System: [ ]

To Consultant: [ ]

20. Ownership of Results. Any interest of Consultant or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Consultant or its subcontractors 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 format) upon demand by the Retirement System; provided, however, Consultant may retain and use copies for reference and as documentation of its experience and capabilities. The Retirement System shall have the unrestricted authority to publish, disclose, distribute or otherwise use in whole or in part any reports, data or other materials prepared under this Agreement, crediting Consultant as the source.

21. Works for Hire. If, in connection with services performed under this Agreement, Consultant or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Retirement System. If it is ever determined that any works created by Consultant or its subcontractors under this Agreement are not works for hire under U.S. law, Consultant hereby assigns all copyrights to such works to the Retirement System and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the prior written approval of the Retirement System, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

22. Audit and Inspection of Records. Consultant agrees to maintain and make available to the Retirement System, during regular business hours, accurate books and accounting records relating to its work under this Agreement, including copies of all invoices. Consultant will permit the Retirement System to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Retirement System by this Section 22.

23. No Assignment or Subcontracting. The services to be performed by Consultant under this Agreement are personal in character and Consultant 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 Consultant without prior written consent of the Retirement System.

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

25. **Local Business Enterprise Utilization.** Consultant shall comply with all applicable provisions of San Francisco Administrative Code Chapter 14B. Consultant is subject to the enforcement and penalty provisions in San Francisco Administrative Code Chapter 14B.

26. **Nondiscrimination Requirements.**

   (a) **Nondiscrimination in Contracts.** Consultant shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code, as amended, which are incorporated herein by reference. Consultant shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Consultant is subject to the enforcement and penalty provisions in such chapters.

   (b) **Nondiscrimination in the Provision of Employee Benefits.** Consultant shall comply with the provisions of San Francisco Administrative Code Section 12B.2. Consultant 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 the City, or where work is being performed for the Retirement System elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

   (c) **Condition to Agreement.** As a condition to this Agreement, Consultant shall execute and submit the “S.F. Administrative Code Chapters 12B and 12C Declaration: Nondiscrimination in Contracts and Benefits” form (form CMD-12B-101) with supporting documentation to the Retirement System.

27. **MacBride Principles – Northern Ireland.** The provisions of San Francisco Administrative Code Section 12F, as amended, are incorporated herein by this reference and made part of this Agreement. By executing this Agreement, Consultant confirms that Consultant has read and understood that the City and County of San Francisco (the “City”) urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and
urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

28. **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), as amended, the City urges Consultant not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood product.

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

30. **Compliance with Americans with Disabilities Act.** Consultant shall provide the services under this Agreement in a manner that complies with the Americans with Disabilities Act of 1990, as amended, including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

31. **Sunshine Ordinance.** Consultant acknowledges 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, shall be open to public inspection immediately after a contract has been awarded. All information provided by Consultant that is covered by that ordinance (as it may be amended) will be made available to the public upon request.

32. **Limitations on Contributions.** By executing this Agreement, Consultant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, as amended, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The
prohibition on contributions applies to each prospective party to the contract; each member of Consultant’s board of directors; Consultant’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Consultant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Consultant. Consultant must inform each such person of the limitation on contributions imposed by Section 1.126 of the San Francisco Campaign and Governmental Conduct Code and provide the names of the persons required to be informed to the Retirement System.

33. **Minimum Compensation Ordinance.** Consultant shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Consultant is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Consultant certifies that it is in compliance with Chapter 12P.

34. **Healthcare Accountability Ordinance.** Consultant shall comply with San Francisco Administrative Code Chapter 12Q. Consultant shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Consultant is subject to the enforcement and penalty provisions in Chapter 12Q.

35. **Prohibition on Use of Public Funds for Political Activity.** In performing the services under this Agreement, Consultant shall comply with San Francisco Administrative Code Chapter 12G, as amended, which prohibits funds appropriated for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Consultant is subject to the enforcement and penalty provisions in such chapter.

36. **First Source Hiring Program.** Consultant must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Consultant is subject to the enforcement and penalty provisions in Chapter 83.

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

38. **Administrative Remedy.** All disputes, controversies or claims arising under or relating to this Agreement shall be settled by the Executive Director. 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.

39. **California Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
40. **Construction.** All section headings in this Agreement are for reference only and shall not be considered in construing 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.

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

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

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

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

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

46. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which counterparts shall together constitute one and the same instrument.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first referenced above.

SAN FRANCISCO CITY AND COUNTY EMPLOYEES’ RETIREMENT SYSTEM

By: __________________________
    [Name]
    [Title]

[ ]

By: __________________________
    [Name]
    [Title]