

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Second Amendment to Agreement between the City and County of San Francisco and

**WCG, Inc. (West Coast Consulting Group)
BOS 2023-01**

PeopleSoft Contract ID 1000033021

THIS **SECOND** AMENDMENT (“Amendment”) is made as of **March 12, 2025**, in San Francisco, California, by and between **WCG, Inc. (West Coast Consulting Group)** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to update deliverables and target completion dates in Appendix E-1 Calculation of Charges only; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled New Legislative Management System issued through Sourcing Event ID 0000008036 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services, there is a Local Business Enterprise (“LBE”) subcontracting participation requirement of 16%, and this Amendment is consistent with that requirement; and

WHEREAS, this Amendment is consistent with an approval obtained on **September 27, 2024** from the Civil Service Commission under PSC number **43590-22/23** and **DHRPSC0001739** in the amount of **\$1,190,476** for the period commencing **August 31, 2023** and ending **August 31, 2028**; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated **May 22, 2024** between Contractor and City as amended by the:

First Amendment, dated September 30, 2024

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 Section 3.3. Compensation. Section 3.3.1 Calculation of Charges and Contract Not to Exceed Amount of the Agreement currently reads as follows:

The amount of this Agreement shall not exceed **\$1,000,000**, the breakdown of which appears in Appendix E, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

Such section is hereby amended in its entirety to read as follows:

The amount of this Agreement shall not exceed **\$1,190,476**, the breakdown of which appears in Appendix E-2, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

2.2 **Appendix E-2.** Appendix E-1 is hereby replaced in its entirety by Appendix E-2, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix E-1 in any place, the true meaning shall be Appendix E-2, which is a correct and updated version.

Article 3 Reserved

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:



Angela Calvillo
Clerk of the Board
San Francisco Board of Supervisors

CONTRACTOR

WCG, Inc. (West Coast Consulting Group)




Benafsha Irani
Managing Partner
355 Bryant St UNIT 202
San Francisco, CA 94107

City Supplier number: 0000036606

Approved as to Form:

David Chiu
City Attorney

By: 

Lauren Curry
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

By: 

Attached Appendices:

E-2: Calculation of Charges

Appendix E-2 Calculation of Charges

1. Project Cost. In accordance with Article 3 of this Agreement, Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Article 3, Section 3.3, of this Agreement.

Phase	Deliverable or Description	Target Completion Dates	Cost
0	<p>Critical Milestone – Proof of Concept Replacement of the City's existing legislative management system</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> ▪ Meeting, Agenda and Minutes Management ▪ Audit Tracking ▪ Search Capability <p>Output: Acceptance of Proof of Concept by COB with sample Legislative data. Delivery of Source Code by Contractor to City as specified in Appendix B.</p>	On or before June 6, 2024	\$185,000
1a	<p>Critical Milestone – Requirements Observations of the City's existing legislative management system, Board Meetings, Committee Meetings and Review of Rules of Order</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> ▪ Contractor Project Manager identified and available on-site ▪ Clerk of Board Project and Technical Managers Identified ▪ Committee Clerks and Legislative Staff Key Members Identified for Requirements Phase ▪ Conduct on-site observations of current use of the City's existing legislative management system and COB processes with Legislative Staff and keys stakeholders and Clerk of the Board Committee Clerks and Legislative Staff Key Members Identified for Requirements Phase and document end-to-end Legislative Management process as it relates to current system. ▪ Map Requirement observations to the current usable functions by the COB Legislative team ▪ Create Requirements Traceability Matrix 	September 30, 2024	\$100,000

Phase	Deliverable or Description	Target Completion Dates	Cost
	<ul style="list-style-type: none"> Obtain Sign-off <p>Output: Observation findings; Requirements Traceability Matrix; Key Staff members identified on COB team and City Project Manager to review and sign-off; Identify COB Staff members to conduct observations and interviews</p>		
1b	<p>Critical Milestone – UI/Wireframes Mockups for new Legislative Management System <u>Deliverables</u></p> <ul style="list-style-type: none"> Create Mockups for Online Portal Create Mockups for new legislative management system Conduct UI/Wireframe Sessions with COB executive team including demonstration of how legislative processes are executed in the new legislative management system <p>Output: Figma UI/Wireframe mockups for review and sign-off by COB executive team and City Project Manager</p>	September 30, 2024	\$80,000
1c	<p>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B.</p> <p><u>Output:</u></p> <ul style="list-style-type: none"> All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection. All design and requirements documentation including video recordings of meetings with City staff 	September 30, 2024	\$40,000

Phase	Deliverable or Description	Target Completion Dates	Cost
1d	<p>Critical Milestone – Create Data Mapping/Migration Strategy Infrastructure Framework for Replacement of the City’s existing legislative management system – PART 1</p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Identify Tables and Fields in the City’s existing legislative management system database • Identify Relevant Tables and Fields being used within the City’s existing legislative management system • Map Relevant Tables and Fields to New Database Tables and Fields • Migrate Sample Data • Provide Infrastructure Architecture Diagram to BOS IT • Create Database for new legislative management system <p>Output: Data Strategy document outlining mapping of the City’s existing legislative management system tables/fields mapped to new System’s tables/fields; Migrate sample data into new System’s tables and review with COB</p>	October 16, 2024	\$40,000

Phase	Deliverable or Description	Target Completion Dates	Cost
1e	<p>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B.</p> <p><u>Output:</u></p> <ul style="list-style-type: none"> ▪ All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection. ▪ All design and requirements documentation including video recordings of meetings with City staff 	October 31, 2024	\$40,000
1f	<p>Critical Milestone – LBE - ADA Compliance and Language Translation for Replacement of the City’s existing legislative management system</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> ▪ Create Requirements for ADA Compliance ▪ Conduct Testing for ADA Compliance ▪ Conduct translation for Public Portal Services as directed by Legislative Staff ▪ Satisfaction of Digital Accessibility and Inclusion Standards, which includes support for mobile technology ▪ Obtain Sign-off from City Project Manager 	TBD	\$190,476

Phase	Deliverable or Description	Target Completion Dates	Cost
1g	<p>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B.</p> <p><u>Output:</u></p> <ul style="list-style-type: none"> All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection. <p>All design and requirements documentation including video recordings of meetings with City staff</p>	November 29, 2024	\$40,000
1h	<p>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B.</p> <p><u>Output:</u></p> <ul style="list-style-type: none"> All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection. <p>All design and requirements documentation including video recordings of meetings with City staff</p>	December 31, 2024	\$40,000
1i	<p>Mapping/Migration Strategy Infrastructure Framework for Replacement of the City's existing legislative management system – PART 2</p> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> Identify Tables and Fields in the City's existing legislative management system database Identify Relevant Tables and Fields being used within the City's existing legislative management system Map Relevant Tables and Fields to New Database Tables and Fields Migrate All Data to New System's Database <p><u>Output:</u> Provide complete Data Strategy document outlining mapping of the City's existing legislative management system tables/fields mapped to new System's tables/fields to BOS-IT and COB; Migrate All data into new System's tables and review with COB</p>	March 12, 2025	\$40,000

Phase	Deliverable or Description	Target Completion Dates	Cost
1j	<p>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B.</p> <p><u>Output:</u></p> <ul style="list-style-type: none"> ▪ All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection. ▪ Download of data in the triggers table. ▪ All design and requirements documentation including video recordings of meetings with City staff 	March 12, 2025	\$40,000
1k	<p>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B, Completion of Triggers, Completion of Legislative Introduction, and Completion of Agendas.</p> <p><u>Output:</u></p> <ul style="list-style-type: none"> ▪ All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection. ▪ Migration of all triggers into the Triggers table of the new System ▪ Download of all triggers in the Triggers table of the new System ▪ All design and requirements documentation including video recordings of meetings with City staff ▪ Completion of Legislative Introduction 	March 12, 2025	\$40,000

Phase	Deliverable or Description	Target Completion Dates	Cost
1l	<p>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B, and Completion of Meeting and Minutes.</p> <p><u>Output:</u></p> <ul style="list-style-type: none"> ▪ All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection. ▪ All design and requirements documentation including video recordings of meetings with City staff ▪ Completion of the Agenda Module 	March 12, 2025	\$40,000
1m	<p>Critical Milestone – Delivery of Source Code by Contractor to City as specified in Appendix B, Completion of the Online Public Portal, Required Reports, and System Administration Functions.</p> <p><u>Output:</u></p> <ul style="list-style-type: none"> ▪ All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection. ▪ All design and requirements documentation including video recordings of meetings with City staff ▪ Completion of the Meeting and Minutes Modules 	March 31, 2025	\$40,000

Phase	Deliverable or Description	Target Completion Dates	Cost
1n	<p>Critical Milestone – Development of New Legislative Management System’s functionality</p> <p>PART 1 Deliverables:</p> <ul style="list-style-type: none"> ● Complete building, testing, implementation, integration of a bug-free, fully integrated system legislative management system for the Board of Supervisors that meets all requirements listed in Appendix A with the following base functionality and all functionality and data in the City’s existing legacy legislative management system: <ul style="list-style-type: none"> ▪ Board of Supervisors Legislative Management System Completion and full integration of the Meeting, Agenda, Minutes Management, Online Public Portal, Required Reports, System Administration Screens and Functionality ▪ Completion of all renderings including agenda, meetings, and minutes ▪ Completion of System Administration Screens and Functionality ▪ Completion of File Management 	April 15, 2025	\$50,000

Phase	Deliverable or Description	Target Completion Dates	Cost
1o	<p>Critical Milestone – Development of New Legislative Management System’s functionality</p> <p>PART 2 Deliverables:</p> <ul style="list-style-type: none"> • Complete building, testing, implementation, integration of a bug-free, fully integrated system legislative management system for the Board of Supervisors that meets all requirements listed in Appendix A with the following base functionality and all functionality and data in the City’s existing legacy legislative management system: Board of Supervisors Legislative Management System • Provision of Firewalls • Completion of the Online Public Portal • Completion of Required Reports • Completion of Software Interface with SFGov TV • Integration of Software Interface with SFGov TV • Completion of migration of videos, closed captioning, and timestamps from SF Gov TV to Legislative Management System • Speed for fast response times to user input of under 50 milliseconds at all times • Complete parallel testing of System with legacy System • Provide working software to users • Perform complete end-to-end testing • Migrate all data from the City’s existing legacy legislative management system to Legislative Management System • Complete testing of the City’s existing legacy legislative management system in parallel with Legislative Management System • Complete user acceptance testing • Deliver documentation • Deliver Electronic Copy of Source Code <p>Complete user training. Delivery of Source Code by Contractor to City as specified in Appendix B: Output:</p> <ul style="list-style-type: none"> ▪ All source code including application code and database definition code must be delivered in electronic and human readable format without any password protection. ▪ All design and requirements documentation including video recordings of meetings with City staff 	April 30, 2025	\$50,000

Phase	Deliverable or Description	Target Completion Dates	Cost
1p	<p>Critical Milestone – Completion of Legislative Management System – Phase 1 – Replacement of Legacy System</p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> ● Complete building testing and integration of a bug-free, fully integrated Legislative Management System that meets all requirements listed in Appendix A with the following functionality and all data and functionality currently in the City’s existing legacy legislative management system: <p>Board of Supervisors Legislative Management System</p> <ul style="list-style-type: none"> ▪ Meeting, Agenda and Minutes Management ▪ File Management ▪ Software Interface with SFGov TV ▪ Online Public Portal ▪ Intuitive navigable Agenda and Minutes hyperlinks to legislative items ▪ Agenda links to relevant video spots ▪ Storage of Board records in formats including minutes, transcripts, audio, video all accessible from public portal ▪ Strong auditing function for identifying admin user access and users that made changes to legislative items ▪ Robust search capacity and saved searches ▪ Speed for fast response times to user input of under 50 milliseconds at all times ▪ Spell check ▪ Satisfaction of Digital Accessibility and Inclusion Standards <ul style="list-style-type: none"> ● Provision Firewalls ● Provide working software to users ● Perform complete end-to-end testing ● Migrate all data from the City’s existing legacy legislative management system to Legislative Management System ● Complete testing of the City’s existing legacy legislative management system in parallel with Legislative Management System ● Complete user acceptance testing <p>Deliver documentation</p>	May 31, 2025	\$135,000

Phase	Deliverable or Description	Target Completion Dates	Cost
	<ul style="list-style-type: none"> • Deliver Electronic Copy of Source Code • Complete user training • Retire and De-commission the City's existing legacy legislative management system 		
2	<p>Phase 2: Critical Milestone – Completion of Drafting Tool for Legislative Management System</p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Create and Build out Drafting Tool to deploy to City Departments for creation of Legislation and submitting to the Clerk of the Boards Office • Support for Licensing of Children Legislative Management Systems and Boards, Commissions and Advisory Bodies Legislative Management System, connected to 311 • Perform complete end-to-end testing • Complete user acceptance testing • Deliver documentation • Deliver Electronic Copy of Source Code <p>Complete user training</p>	TBD	TBD
3	<p>Phase 3: Critical Milestone – Completion of Additional Functionality for Legislative Management System</p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Connect the Legislative Management System to the Constituent Management System • Implement automatic codification to the Municipal Code • Implement Records Management Block and confidential memo and closed session audio • Posting of Annual Reports, contracts, and position reports • Legislative Drafting Tool connected to Heat Map • Signature and DocuSign capability, under multiple approvers • Support for Mobile Technologies • Records repository, including access to prior year legislative items from 1906 to present 	TBD	TBD

Phase	Deliverable or Description	Target Completion Dates	Cost
	<ul style="list-style-type: none"> ● Support for different modes of collecting public comment and linking to Legislative file, agenda, minutes, packet and C-pages ● Enhancements to Boards, Commissions and Advisory Bodies Legislative Management System for Board, connected to 311 ● Accessible online public portal for viewing public records requests ● Integration of modules implemented in Year 2 with modules implemented in Year 1 ● Perform complete end-to-end testing ● Complete user acceptance testing ● Deliver documentation ● Deliver Electronic Copy of Source Code ● Complete user training 		
4	Critical Milestone – Software Maintenance and Post Go-Live Support <u>Deliverables:</u> Provide on-going maintenance and support services, patches, upgrades, user support and training, and additional customizations, configurations, enhancements, software modules, software interfaces, and documentation requested by the Office of the Clerk of the Board	Ongoing Post Go-Live	TBD
	Total Cost		\$1,190,476

1. Fixed Price v Time and Materials.

Contractor will be paid a fixed price according to listed in the table under **1. Project Cost above** after the City has accepted the work that has been completed.

2. Travel and Expense Reimbursement.

Reimbursement for travel expenses and overhead expenses including but not limited to mileage, costs for Contractor's meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, and insurance are **not** permitted. Contractor shall bear the full cost of travel expenses and overhead expenses at no cost or charge to the City.

3. Retainage.

The final payment of **ten percent (10%)** of the software development and license costs shall be paid thirty **(30)** days after City issues its notice of Acceptance of the System.

4. Invoicing.

Contractor shall submit invoices at each critical milestone listed in the table under **1. Project Cost above** after the City has accepted the work that has been completed. Contractor shall not

submit invoices until the City has accepted the work completed for each critical milestone.

Procedures for invoicing are the following:

- 1) The date of the invoice shall be no earlier than the date that City has accepted work completed for the critical milestone. Invoices submitted by Contractor prior to acceptance of work by City shall be deemed to not have been received.
- 2) The date of receipt of the invoice shall be the later of the date that a correct invoice is received via e-mail and opened by Finance Staff of the Office of the Clerk of the Board or the date that the City has accepted work for the critical milestone. The date of receipt of invoices e-mailed by Contractor on weekends or legal holidays shall be no earlier than the next business day.
- 3) City shall pay invoices within **thirty (30)** calendar days after the later of the date a corrected invoice has been received by the City or the date that the City has accepted the work completed.
- 4) Contractor shall receive payment via electronic check through Paymode-X or a similar electronic payment system used and prescribed by the City.
- 5) Contractor shall submit invoices electronically via e-mail to City to edward.deasis@sfgov.org, BOS-Finance@sfgov.org, BOS-IT@sfgov.org, mehran.entezari@sfgov.org, john.tse@sfgov.org, billy.shiu@sfgov.org.

5. Location of Work

All work during all phases including design, development, implementation, testing, user acceptance, deployment, and post-implementation support and maintenance shall be done in-person by the Contractor and all Subcontractors in San Francisco, California, United States . Because City, Contractor, and Subcontractor must work closely together at all phases on the project in the same time zone to ensure successful completion of Legislative Management System, the Contractor including the prime contractor and all subcontractors shall perform all work during all phases including design, development, implementation, testing, user acceptance, deployment, and post-implementation support and maintenance in-person in San Francisco, California, United States.

6. Project Evaluation

Acceptability of the deliverables will be evaluated according to the Acceptance Test Plan in Appendix D. Deliverables and services will be deemed acceptable by the City if the Legislative Management System software is bug-free and meets all of the City's functional and technical requirements and conforms to the City's legislative business process. City will withhold invoice payments if City deems that services and deliverables are unacceptable.

7. Reports

Contractor shall submit written reports as requested by the **San Francisco Board of Supervisors**. Format for the content of such reports shall be determined by the **San Francisco Board of Supervisors**. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

8. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the San Francisco Board of Supervisors will be the following:

Edward de Asis
Deputy Director of Administration & Finance
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415)-554-7704
edward.deasis@sfgov.org

9. 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.