

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

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of January 1, 2023, in San Francisco, California, by and between **Sapient Corporation** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Office of the Assessor.

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 extend the project schedule to complete project implementation, provide for ongoing maintenance of Phase 1, and adjust the period of maintenance after go-live; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals ASR2017-01 issued October 27, 2017 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on January 22, 2018 and amended on October 12, 2018 from the Civil Service Commission under PSC number 47331 – 17/18 in the amount of \$29,000,000 for the period of 12 years and 51 weeks; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action]; and

WHEREAS, the Contractor is responsible for providing all resources at Contractor’s own cost to ensure an on-time, on-budget completion and satisfying all of the remaining business requirements included in Appendix A2, Exhibit 6, Requirements and all mutually agreed-to contract change orders. Contractor’s current submission of the remaining project plan is in draft form and does not include all activities, resources, and/or critical path. The City is willing to accept the draft project plan for purposes of seeking Board of Supervisor’s approval of this Amendment.; and

WHEREAS, the Contractor’s complete resource and cost loaded detailed project plan with critical path as outlined in the Statement of Work is due within 30 days of formal adoption by the Board of legislation approving the contract modification.

WHEREAS, the Contractor further understands and agrees that should Contractor fail timely to deliver its services, satisfy all business requirements and complete implementation on time and on budget in the manner specified in the contract modification, then under San Francisco Administrative Code Section 21.33, the City may terminate the contract and/or purchase services from another source and if a greater price than named in the contract is paid by the City for the completion work, then Contractor will be charged and responsible for all such increased costs.

NOW, THEREFORE, Contractor and the City 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 November 1, 2018 between Contractor and City.

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 Term. Section 2.1 of the Agreement currently reads as follows:

The term of this Agreement shall commence on [November 1], 2018, and expire twelve (12) years later on [November 1], 2030, unless earlier terminated as otherwise provided herein.

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

The term of this agreement shall commence on November 1, 2018 and expire on December 31, 2027

2.2 Payment. Section 3.3.1 of the Agreement currently reads as follows:

Contractor shall provide an invoice to the City for Work on a monthly basis for Work completed in accordance with the Acceptance Criteria set forth in the Implementation Statement of Work, in the immediate preceding month, unless a different schedule is set out in Appendix B (Calculation of Charges)." Payment for the Work provided under the Maintenance Statement of Work shall be invoiced and paid annually in advance of the provision of such Work, unless a different schedule is set out in Appendix B (Calculation of Charges). To the extent the City requests Contractor to provide any As-Needed Professional Services, payment for the As-Needed

Professional Services shall be paid on a time and materials basis monthly in arrears. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists in accordance with Section 11.6.1. In no event shall the amount of this Agreement exceed **\$21,414,700** [TWENTY ONE MILLION AND FOUR HUNDRED AND FOURTEEN THOUSAND AND SEVEN HUNDRED DOLLARS]. This amount shall include a \$3,569,117 contingency to be expended only at the request of the City and upon mutual agreement of the Parties. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated herein by this reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

Contractor shall provide an invoice to the City for Work on a monthly basis for Work completed in accordance with the Acceptance Criteria set forth in the Implementation Statement of Work, in the immediate preceding month, unless a different schedule is set out in Appendix B (Calculation of Charges)." Payment for the Work provided under the Maintenance Statement of Work shall be invoiced and paid annually in advance of the provision of such Work, unless a different schedule is set out in Appendix B (Calculation of Charges). To the extent the City requests Contractor to provide any As-Needed Professional Services, payment for the As-Needed Professional Services shall be paid on a time and materials basis monthly in arrears. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists in accordance with Section 11.6.1. In no event shall the amount of this Agreement exceed **\$27,158,702** [TWENTY SEVEN MILLION, ONE HUNDRED AND FIFTY EIGHT THOUSAND, SEVEN HUNDRED AND TWO DOLLARS]. This amount shall include a \$2,969,117 contingency to be expended only at the request of the City and upon mutual agreement of the Parties. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated herein by this reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.3 Appendix A-1. Appendix A-1 is hereby amended to include Appendix A-1a, attached to this Amendment and fully incorporated within the Agreement.

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

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

2.6 **Appendix C.** Appendix C is hereby added as a new appendix, attached to this Amendment, and fully incorporated within the Agreement.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

3.2 **Withholding.** *The following is hereby added to Article 7 of the Agreement:*

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

3.3 **Consideration of Salary History.** *The following is hereby added to Article 10 of the Agreement,:*

10.16 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

3.4 Limitations on Contributions. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 9.11 in its entirety:*

9.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

3.5 Notification of Legal Requests. *The following section is hereby added and incorporated in Article 10 of the Agreement:*

10.16 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 48 hours after it receives the request. Unless otherwise required by applicable law, Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

3.6 Contractor Vaccination Policy. *The following section is hereby added and incorporated in Article 4 of the Agreement:*

4.3.1 Contractor Vaccination Policy.

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement,

where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form)..

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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

CONTRACTOR

Recommended by:

[company name]

[Simone Jacques]
[Deputy Assessor of Finance and Administration]
[Office of the Assessor-Recorder]

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

City Supplier Number: 0000036670

Approved as to Form:

David Chiu
City Attorney

By: _____
Louise S. Simpson
Deputy City Attorney

Approved:

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

Appendix A-1a
Implementation Statement of Work

Appendix B
Maintenance Statement of Work

Appendix C
Remaining Phase 1, Phase 2.0 and Phase 2.x Requirements