

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

Twelfth Amendment

THIS AMENDMENT (this “Amendment”) is made as of February 16, 2023, in San Francisco, California, by and between **21 Tech, LLC** (“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 extend the performance period and increase the contract amount;

WHEREAS, approval for the original Agreement was obtained on March 18, 2013 from the Civil Service Commission under PSC number 4083-12/13 in the amount of \$3,000,000 for the period commencing May 31, 2013 and ending June 30, 2018; and

WHEREAS, approval for this Amendment was obtained on [insert date of Civil Service Commission action or DHR Approval Date] from the Civil Service Commission under PSC number 4083-12/13 in the amount of \$18,200,000.00 for the period commencing May 31, 2013 and ending May 31, 2033; and

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

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated June 18, 2013 between Contractor and City, as amended by the:

First amendment,	dated March 3, 2014,
Second amendment,	dated March 1, 2015,
Third amendment,	dated July 28, 2015,
Fourth amendment,	dated August 15, 2016,
Fifth amendment,	dated March 20, 2017,
Sixth amendment,	dated May 15, 2018,

Seventh amendment,	dated November 1, 2018,
Eighth amendment,	dated November 6, 2019,
Ninth amendment	dated October 15, 2020,
Tenth amendment	dated August 18, 2021, and
Eleventh amendment	dated October 3, 2022.

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Section 2, **Term of the Agreement** currently reads as follows:

2. Term of Agreement. Subject to Section I, the term of this Agreement shall be from May 31, 2013 to May 30, 2023.

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

2. Term of Agreement. Subject to Section I, the term of this Agreement shall be from May 31, 2013 to May 30, 2033.

2b. Section 4. Section 4, **Services Contractor Agrees to Perform**, of the Agreement currently reads as follows:

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendices A, "Description of Services," A-3, "Change Requests," A-4, "Change Requests 7, 9, 10, and 11," A-5, "Scope of Work for Online Applications for Gross Receipts Tax/Payroll Expense Tax/ Administrative Office Tax Annual Filing, Quarterly Filing, and Business Registration Renewal," A-6, "Scope of Work for Account Update, LICA - Unified Licensing, Online Applications for Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Filing 2016, and Additional Professional Services Hours," A-7, "Scope of Work for Tax Year 2017 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Return, Fiscal Year 2018 Business Registration Renewal Application, Fiscal Year 2019 Business Registration Renewal Application, Posting 2017 Estimated Tax Payment Obligations into Aumentum, Account Update Application Updates, and Additional Professional Services

Hours for Help with Internal Technology Integration Projects," A-8, "Scope of Work for Tax Year 2018 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Return, Fiscal Year 2020 Business Registration Renewal Application, Tax Year 2019 Gross Receipts Tax/Payroll Expense Tax/ Administrative Office Tax/Commercial Rent Tax Annual Return, Account Update Application Updates, API configuration help, and Additional Professional Services Hours for Help with Internal Technology Integration Projects," A-9, "Change to Scope of Work for Tax Year 2019 Annual Business Tax Return and Fiscal Year 2021 Business Registration Renewal Application," A-10 "Scope of Work for Tax Year 2020 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax/Commercial Rents Tax/Homelessness Gross Receipts Tax/Homelessness Administrative Office Tax/Cannabis Tax Annual Return, Account Update Application, Fiscal Year 2022 Business Registration Renewal Application, and Additional Professional Services Hours for Help with Internal Technology Integration Projects," and A-11, "Scope of Work for Tax Year 2021 Gross Receipts Tax/Administrative Office Tax/Commercial Rents Tax/Homelessness Gross Receipts Tax/Homelessness Administrative Office Tax Annual Return and Cannabis Tax/Overpaid Executive Tax Informational Annual Return, and the Business Tax Payment Portal Refresh, and Additional Professional Services hours for database consultation, and Additional Professional Services hours for OnBase Configuration" attached hereto and incorporated by reference as though fully set forth herein.

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

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendices A, "Description of Services," A-3, "Change Requests," A-4, "Change Requests 7, 9, 10, and 11," A-5, "Scope of Work for Online Applications for Gross Receipts Tax/Payroll Expense Tax/ Administrative Office Tax Annual Filing, Quarterly Filing, and Business Registration Renewal," A-6, "Scope of Work for Account Update, LICA - Unified Licensing, Online Applications for Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Filing 2016, and Additional Professional Services Hours," A-7, "Scope of Work for Tax Year 2017 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Return, Fiscal Year 2018 Business Registration Renewal Application, Fiscal Year 2019 Business Registration Renewal Application, Posting 2017 Estimated Tax Payment Obligations into Aumentum, Account Update Application Updates, and Additional Professional Services Hours for Help with Internal Technology Integration Projects," A-8, "Scope of Work for Tax Year 2018 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax Annual Return, Fiscal Year 2020 Business Registration Renewal Application, Tax Year 2019 Gross Receipts Tax/Payroll Expense Tax/ Administrative Office Tax/Commercial Rent Tax Annual Return, Account Update Application Updates, API configuration help, and Additional Professional Services Hours for Help with Internal Technology Integration Projects," A-9, "Change to Scope of Work for Tax Year 2019 Annual Business Tax Return and Fiscal Year 2021 Business Registration Renewal Application," A-10 "Scope of Work for Tax Year 2020 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax/Commercial Rents Tax/Homelessness Gross Receipts Tax/Homelessness Administrative Office Tax/Cannabis Tax Annual Return, Account Update Application, Fiscal Year 2022 Business Registration Renewal Application, and Additional Professional Services Hours for Help with Internal Technology Integration Projects," A-11, "Scope of Work for Tax Year 2021 Gross Receipts Tax/Administrative Office Tax/Commercial Rents Tax/Homelessness Gross Receipts Tax/Homelessness Administrative

Office Tax Annual Return and Cannabis Tax/Overpaid Executive Tax Informational Annual Return, and the Business Tax Payment Portal Refresh, and Additional Professional Services hours for database consultation, and Additional Professional Services hours for OnBase Configuration” and A-12 “Scope of Work: Professional Services,” attached hereto and incorporated by reference as though fully set forth herein.

2c. Section 5. Section 5 Compensation of the Agreement currently reads as follows:

5. Compensation. Compensation shall be made according to the payment schedule identified in Appendices B "Calculations for Professional Services," B-1 "Calculation of Charges - Change Requests," B-2 "Calculation of Charges - Change Requests 7, 9, 10, and 11," B-3 "Calculation of Charges," B-4 "Calculation of Charges," and B-5 "Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein, for deliverables that Treasurer, or his or her authorized representative, in his or her sole discretion, concludes have been performed. Sign-off of a deliverable by the Treasurer's authorized representative or use of any material produced as part of a deliverable in the implementation process or use in production is considered acceptance of that deliverable and obligates the City to pay for that deliverable when accompanied by an accompanying Contractor invoice. Each key deliverable will require a sign-off by the client manager on the project. The sign-off process should not take more than 5 business days without an acceptable reason for delay. The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30-day period. In no event shall the amount of this Agreement exceed **\$8,150,713.00**. The breakdown of costs associated with this Agreement appears in Appendices B "Calculations of Professional Services," B-1 "Calculation of Charges -Change Requests," B-2 "Calculation of Charges - Change Requests 7, 9, 10, and 11," B-3 "Calculation of Charges," B-4 "Calculation of Charges," B-5 "Calculation of Charges," B-6 "Calculation of Charges," and B-7 “Calculation of Charges,” B-8 “Calculation of Charges” and B-9 “Calculation of Charges” attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Office of the Treasurer & Tax Collector as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

If City is more than 60 days in arrears on its payment obligation to Contractor, and Contractor has notified the City in writing after the City is more than 30 days in arrears on that payment obligation, Contractor may suspend Services hereunder until such time as City is current on its payment obligations.

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

5. Compensation. Compensation shall be made according to the payment schedule identified in Appendices B "Calculations for Professional Services," B-1 "Calculation of Charges - Change Requests," B-2 "Calculation of Charges - Change Requests 7, 9, 10, and 11," B-3 "Calculation of Charges," B-4 "Calculation of Charges," and B-5 "Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein, for deliverables that Treasurer, or his or her authorized representative, in his or her sole discretion, concludes have been performed. Sign-off of a deliverable by the Treasurer's authorized representative or use of any material produced as part of a deliverable in the implementation process or use in production is considered acceptance of that deliverable and obligates the City to pay for that deliverable when accompanied by an accompanying Contractor invoice. Each key deliverable will require a sign-off by the client manager on the project. The sign-off process should not take more than 5 business days without an acceptable reason for delay. The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30-day period. In no event shall the amount of this Agreement exceed **\$18,150,713.00**. The breakdown of costs associated with this Agreement appears in Appendices B "Calculations of Professional Services," B-1 "Calculation of Charges -Change Requests," B-2 "Calculation of Charges - Change Requests 7, 9, 10, and 11," B-3 "Calculation of Charges," B-4 "Calculation of Charges," B-5 "Calculation of Charges," B-6 "Calculation of Charges," B-7 "Calculation of Charges," B-8 "Calculation of Charges," B-9 "Calculation of Charges," and B-10 "Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Office of the Treasurer & Tax Collector as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

If City is more than 60 days in arrears on its payment obligation to Contractor, and Contractor has notified the City in writing after the City is more than 30 days in arrears on that payment obligation, Contractor may suspend Services hereunder until such time as City is current on its payment obligations.

2d. Appendix A-12. Appendix A-12, "Scope of Work: Professional Services" attached, is hereby added to the Agreement.

2e. Appendix B-10. Appendix B-10, "Calculation of Charges," attached, is hereby added to the Agreement.

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

4. 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.

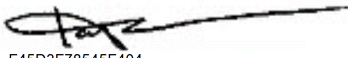
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

21 Tech, LLC.

DocuSigned by:

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DocuSigned by:

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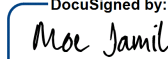
Tajel Shah
Chief Assistant Treasurer
Office of the Treasurer and Tax Collector

Azhar Mahmood
Managing Partner

City vendor number: 37769
City supplier number: 0000026644

Approved as to Form:

David Chiu
City Attorney

By: 
DBDA121BAB35448...
Moe Jamil
Deputy City Attorney

Approved:

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

Appendix A-12

Scope of Work: Professional Services

The Office of the Treasurer & Tax Collector (“TTX”) has previously engaged 21Tech, LLC (“Contractor”) to build online forms and databases to facilitate taxpayer submission of tax filings through the TTX website, including the Gross Receipts Tax, Payroll Expense Tax and Administrative Office Tax Annual Filing, Quarterly Filing, Business Registration Renewal, Transient Occupancy Tax Monthly Filing, Parking Tax Monthly Filing, Account Update, New Business Registration Portal and Payment Portal. Contractor is an authorized third party integrator for the Aumentum (“AUM”) business tax product licensed by TTX from Thomson Reuters. Contractor will support TTX with work that includes, but is not limited to, building Online Submission forms, database(s) and reports for required projects and new taxes, as needed.

Project-Based Services:

As directed by TTX via change order, contractor shall provide services to facilitate taxpayer submission of tax filings and other services as needed. Change orders shall include the necessary information, such as project deliverables, timelines, and cost.

1. Testing, Training and Other Support

- a. Contractor shall create Technical Specification documents for support purposes.
- b. This may include supplemental artifacts authored by Contractor as deemed necessary by the project team, with the supplemental artifact request and effort estimated and documented through the established Change Control process.

2. RACI

R = Responsible = The person who performs the work.

A = Accountable = The person ultimately accountable for the work or decision being made.

C = Consulted = Anyone who must be consulted with prior to a decision being made and/or the task being completed.

I = Informed = Anyone who must be informed when a decision is made or work is completed.

TTX & 21Tech Roles & Responsibilities Matrix		
	21Tech	TTX
Project Management	R/A	C
Requirements Delivery	C	R/A
Requirements Documentation	C/I	R/A
Infrastructure/ Environment Setup	C	R/A
Development Software Setup	R/A	C/I
Solution UI Design	R/A	A/C
Solution Workflow Design	R/A	A/C
Solution Database Design	R/A	C

Solution Integration Design	R/A	A/C
Solution Development/Build	R/A	C/I
Unit Testing	R/A	I
System Integration Test	R/A	C
System Test/UAT Planning & Execution	C	R/A
System Test/UAT Issue Resolution	R/A	C
Training Development Technical	R/A	C
Training Delivery Technical	R/A	C
Training Development Functional	I	R/A
Training Delivery Functional	C/I	R/A
Solution Documentation	R/A	I
Deployment	R	A/C
Post Deployment Support (X days)	R/A	C

3. TTX Roles & Responsibilities

- a. TTX will make available subject matter expert resources for each project phase and engagement team members to participate in the gathering of requirements prior to and during the scheduled onsite Discovery Meeting, as well as any remote Discovery-related Meetings. This includes third party resources, including AUM, as well as the TTX internal resources.
- b. TTX and, as needed, any contracted third-party vendors, including AUM, will provide prior to and during the Discovery Meeting complete and accurate technical specifications with the related business rules. Delayed delivery of the technical specifications and the business rules, as well as incomplete, implied, ambiguous, or conflicting technical specifications and business rules will impact the project schedule and will create Change Control.
- c. TTX will provide samples of documents necessary for Discovery and for testing.
- d. TTX will provide samples of report(s) necessary for Discovery.
- e. TTX will provide requested information and work with Contractor to develop the project schedule and any Change Orders needed.
- f. TTX will provide specifications for Contractor to create reports compatible with TTX document management and workflow software.
- g. Alanna Olague will be the TTX point of contact for Contractor. Questions, deliverable acceptance forms, invoices and other questions and approvals related to this amendment will be routed through her. She will escalate as appropriate within TTX.

4. Contractor's Roles & Responsibilities

- a. Project Management. Contractor shall do the following:
 1. Deliver and maintain a project plan of activities, events, and milestones.
 2. Track and manage resolution of project issues and distribute documentation of issue(s) resolution to City project team.

3. Monitor and control project scope, schedule and cost using Contractor Change Control process, if necessary.
 1. Any activities and/or changes identified as requiring Change Control will require written approval from the City prior to the Change being executed by Contractor.
4. Facilitate regular status meetings and follow up with meeting notes including agreements and next steps.
5. Provide periodic reporting of actual project time used, estimated time to completion, and comparison to estimate of effort as provided in this Scope of Work.

b. Requirements Gathering/Documentation/Integration. Contractor shall do the following:

1. Facilitate a meeting/conference call to determine customer system requirements and configuration specifications.
2. Prepare Customer Requirements Document/Solution Overview and review for City approval.
3. In addition to any items agreed to in the Customer Requirements Document, develop all API and scripts in such a manner to integrate projects with existing solutions (i.e., payment portal).

5. Project Events

Contractor and City will agree upon a mutually acceptable project timeline and incorporate it into the project schedule/plan, unless otherwise mutually agreed to by both parties.

Sequence	Event
1	Statement of Work signed by both parties.
2	Requirements gathering session facilitated by Contractor.
3	Customer Requirements Document (CRD) created, including specification for at least one general report compatible with TTX document management and workflow software, and one filing report of all data entered by taxpayers.
4	Customer Requirements Document (CRD) reviewed with the City.
5	Customer Requirements Document (CRD) revised by Contractor.
6	Scope of Work (SOW) created by Contractor based on the CRD.
7	CRD and SOW signed by the City and returned to Contractor. Requirements complete.
8	Contractor delivers application, database(s), and reports in test environment.
9	First round of User Acceptance Testing (UAT I) lead by TTX.
10	Approval of UAT 1 by TTX.

11	Contractor delivers UAT I bug fixes for application database(s) and reports in test environment.
12	Second round of User Acceptance Testing (UAT 2) lead by TTX.
13	Approval of UAT 2 by TTX.
14	Contractor delivers application, database(s), and reports in production environment.
15	TTX accepts delivery of application and database(s) in production environment (“GO LIVE”).
16	Contractor completes thirty (30) days of post GO LIVE bug fixes.
17	Project closure & knowledge transfer using the CRD, the SOW, and any related Discovery artifacts, including training and technical documentation.

6. Acceptance Criteria

The acceptance of each Project will be based on successful completion of the test plans and delivery of all items detailed in the Project Events section.

Appendix B-10

Calculation of Charges

Contractor shall receive payment in an amount not to exceed \$10,000,000.00 for professional services rendered as outlined in Appendix A-12. Contractor shall not charge the City more than \$240 per hour for such services during the first year of the extended ten-year period. Contractor's annual hourly rate increase will be limited to the amount lesser of 3% or previous year's annual inflation rate. All project deliverables and associated fees will be executed via change order prior to starting any work. Change Orders shall be for Project Based milestones. Contractor will provide timely status updates to the City.