

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

**Ninth Amendment**

THIS AMENDMENT (this “Amendment”) is made as of October 15, 2020 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 increase the contract amount;

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, and
Eighth amendment,	dated November 6, 2019.

**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 4.** Section **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," and A-9, "Change to Scope of Work for Tax Year 2019 Annual Business Tax Return and Fiscal Year 2021 Business Registration Renewal Application," 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," and 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," attached hereto and incorporated by reference as though fully set forth herein

**2b. Section 5.** Section **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 **\$5,202,483**. 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," 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 **\$5,890,323.00**. 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," and B-8 "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.

**2c. Appendix A-10.** Appendix 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," attached, is hereby added to the Agreement.

**2d. Appendix B-8.** Appendix B-8, "Calculation of Charges," attached, is hereby added to the Agreement.

**2i. First Source Hiring Program.** Section 45 is hereby replaced in its entirety to read as follows:

## 45. First Source Hiring Program

### a. **Incorporation of Administrative Code Provisions by Reference.**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

### b. **First Source Hiring Agreement.**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English

language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**c. Hiring Decisions.**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**d. Exceptions.**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**e. Liquidated Damages.**

Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.**

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**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:  
*Tajel Shah*  
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DocuSigned by:  
*Azhar Mahmood*  
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Tajel Shah  
Chief Assistant Treasurer  
Office of the Treasurer and Tax Collector

Azhar Mahmood  
Managing Partner  
9000 Crow Canyon Road, Suite s391  
Danville, CA 94506

City vendor number: 37769  
City supplier number: 0000026644

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Moe Jamil  
Deputy City Attorney

DocuSigned by:  
*Moe Jamil*  
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Approved:

DocuSigned by:  
*Sailaja Kurella*  
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Sailaja Kurella  
Acting Director of the Office of Contract  
Administration, and Purchaser

## **Appendix 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

### **1. Project Description:**

The voters of the City and County of San Francisco adopted Proposition E in the November 2012 election, which instituted a gross receipts tax, increased business registration fees, and established a methodology for adjusting gross receipts tax rates and the payroll expense tax rate over the course of a five-year period, commencing January 1, 2014.

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, 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 build Online Submission forms, database(s) and reports for the listed project deliverables below. TTX reserves the right to not initiate work with Contractor on any of the listed project deliverables.

### **2. Project Deliverables:**

Contractor shall complete the following list of project deliverables within the time schedule agreed upon pursuant to section 6, Project Events of this Appendix A-10. Each of the project events will be completed for each of the listed project items below provided the first event is executed.

- a. Tax Year 2020 Gross Receipts Tax/Payroll Expense Tax/Administrative Office Tax/Homelessness Gross Receipts/Homelessness Administrative Office Tax/Commercial Rents Tax/Cannabis Tax Annual Return (Annual Business Tax Return)
- b. Account Update Application
- c. Fiscal Year 2022 Business Registration Renewal Application

### **3. Testing, Training and Other Support**

- a. Contractor shall modify authored Technical Specification document 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.

### **4. 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. TTX will create and execute a User Acceptance Test Plan (“UAT”) for all applications as well as any integration, regression, downstream (file/report validation) or other third-party testing. This UAT coupled with the Customer Requirements Document will be used by Contractor to test basic functionality/end-to-end testing before turning the system over to the City for UAT 1 and UAT 2.
- h. Alanna Wheatley 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.

## 5. 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.
    - a. 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.
  - 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).

## 6. 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.

## **7. 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-8 Calculation of Charges

In accordance with Section 5, "Compensation," of this Agreement, Contractor shall receive an amount not to exceed **\$5,890,323.00** in compensation for professional services rendered. The breakdown of charges for Appendix 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" is as detailed below.

### **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**

This sub project will be executed as fixed bid project with following fees.

Milestone Number	Key Deliverables	Payment Amount
ABT2020-1	Requirement gathering	\$10,500.00
ABT2020-2	Create an exact clone of ABT19 for ABT20 test (and DE) (same workflow triggers, includes all of the data pulls from Aumentum and posting to Aumentum, etc.)	\$10,500.00
ABT2020-3	Database set up and linking to reports (including GRMErrorReport)	\$8,700.00
ABT2020-4	Update language (form and pdf/html), PY rate, SBE thresholds	\$12,000.00
ABT2020-5	Update payment pull datapoints (2020 payments instead of 2019 payments)	\$3,600.00
ABT2020-6	Add Stock based compensation tax type	\$6,900.00
ABT2020-7	Add Cannabis tax type	\$6,900.00
ABT2020-8	Update Quarterly tax types and tax calculation logic	\$7,200.00
ABT2020-9	Add workflow triggers to SQL tables and DAT logic: <ul style="list-style-type: none"> <li>• late amendments where payments exist</li> <li>• substantially similar tax credit</li> <li>• CG filings where Aum CG is same/different</li> <li>• CG filing payments on members yes/no</li> </ul>	\$ 10,800.00
ABT2020-10	Pre-true up	\$ 7,800.00
ABT2020-11	Extensions form: <ul style="list-style-type: none"> <li>• allow TP to select or not select tax types (don't require Extension submission for all tax types) - discuss in requirements gathering</li> <li>• Post to Q4 instead of just using Q4 bill number</li> </ul>	\$ 7,080.00
ABT2020-12	Gross Receipts: <ul style="list-style-type: none"> <li>• Sum the columns that don't contribute to tax calculation</li> <li>• Apportionment logic dependent on answers to "Are all activities within SF" question</li> <li>• Show math for allocation &amp; apportionment</li> <li>• If GR submission has GR less than \$50m and BAN has payments on HGR, also post a \$0 HGR for the</li> </ul>	\$ 10,500.00

	BAN and create a \$0 HGR filing in SQL data	
ABT2020-13	Construction Subcontractor: <ul style="list-style-type: none"> <li>• Add a "delete all" button to delete all entries entered so far in the subcontractor payments</li> </ul>	\$ 1,320.00
ABT2020-14	HTML: <ul style="list-style-type: none"> <li>• Append uploads to the filing html (for onbase and for email)</li> </ul>	\$ 1,320.00
ABT2020-15	Commercial Rent: <ul style="list-style-type: none"> <li>• Change design of page (new design TBD in requirements gathering)</li> <li>• Allow TP to add location via the form (using "add location" API from AU)</li> <li>• Do not display 000 location in drop down box</li> <li>• Add logic to prevent/flag (pop up box for TP?) residential lessors or GR SBE who try to file Commercial</li> </ul>	\$ 14,400.00
ABT2020-16	HGR/HAOT: <ul style="list-style-type: none"> <li>• minor modifications to waiver/gift logic possibly</li> </ul>	\$ 4,200.00
ABT2020-17	EZTC calculations corrections	\$ 4,200.00
ABT2020-18	Update DE form to sync with the changes to TP form	\$ 7,200.00
ABT2020-19	UAT 1 Bug Fixes	\$ 10,500.00
ABT2020-20	UAT 2 Bug Fixes	\$ 10,500.00
ABT2020-21	Move code, database and reports to production	\$ 10,500.00
ABT2020-22	Go-live in production environment	\$ 10,500.00
ABT2020-23	Post Go-Live support	\$ 11,550.00
ABT2020-24	Project Closure and knowledge transfer	\$ 11,550.00
<b>Total</b>		<b>\$ 200,220.00</b>

### Scope of Work for Account Update Application

This sub project will be executed as fixed bid project with following fees.

Milestone Number	Key Deliverables	Payment Amount
AU-1	Requirements review session(s)	\$19,080.00
AU-2	View Business Details <ul style="list-style-type: none"> <li>- Display mailing address (edit button)</li> <li>- Display taxes/fees (edit button)</li> <li>- Display business activities (not editable)</li> <li>- Ownership details button</li> </ul>	\$23,040.00
AU-3	Ownership detail page <ul style="list-style-type: none"> <li>- Collect ownership details</li> <li>- Docusign</li> </ul>	\$23,040.00
AU-4	Mailing Address Edit/Update page <ul style="list-style-type: none"> <li>- Mailing address validation via Smarty Streets</li> <li>- Docusign</li> <li>- Mailing address update APIs to Aumentum</li> </ul>	\$23,040.00
AU-5	Add/Remove Tax types <ul style="list-style-type: none"> <li>- Start/end dates</li> <li>- API to Aum</li> <li>- Docusign</li> </ul>	\$28,800.00

AU-6	Location Trade Name Change - Close/Open flow with pre-populated "open loc" - DocuSign	\$28,800.00
AU-7	Location Closure - Closure reason - Check for UL - DocuSign - Close Loc API	\$29,280.00
AU-8	Business Closure - Validate "New BAN" if provided - Yes/No question accordion logic - Check for UL status - Add Closure Reason(s) - Pull back CG member details - DocuSign - Business Closure API to Aum - For org type change without new BAN, return to NBR page after AU submission	\$10,200.00
AU-9	Email to Business Closure if outstanding obligations (submission email and Aum email)	\$10,200.00
AU-10	Email to Business if AU submission and BAN has 99999 mailing address (submission email and Aum email)	\$10,200.00
AU-11	DAT file and workflow triggers	\$10,200.00
AU-12	UAT 1 - Contractor delivers application and database in test environment - First round of UAT - UAT 1 bug fixes	\$10,200.00
AU-13	UAT 2 - Contractor delivers application and database in test environment - Second round of UAT - Language review and changes - UAT 2 bug fixes	\$10,200.00
AU-14	DE portal - Process without docuSign for staff entry	\$10,200.00
AU-15	Reports	\$5,760.00
AU-16	Email confirmations (HTML/PDF)	\$2,640.00
AU-17	Contractor delivers application and database in production environment	\$2,640.00
AU-18	City accepts delivery of application and database in production environment ("Go Live")	\$2,640.00
AU-19	Contractor completes thirty (30) calendar days of post GO LIVE bug fixes	\$52,440.00
AU-20	Project closure & knowledge transfer, including training and technical documentation	\$1,320.00
<b>Total</b>		<b>\$313,920.00</b>

### **Fiscal Year 2022 Business Registration Renewal Application**

This sub project will be executed as fixed bid project with following fees.



Milestone Number	Key Deliverables	Payment Amount
RG2022-1	Requirement gathering	\$13,800.00
RG2022-2	Remove/Update COVID-19 related changes	\$13,800.00
RG2022-3	Development, UAT 1 for vanilla environment from RG21	\$13,800.00
RG2022-4	UAT 1 bug fixes	\$13,800.00
RG2022-5	UAT 2	\$13,800.00
RG2022-6	Prod – Execution	\$13,800.00
RG2022-7	Go-Live bug fixes	\$13,800.00
RG2022-8	Post Go-Live support	\$13,800.00
RG2022-9	Closure	\$13,800.00
<b>Total</b>		<b>\$124,200.00</b>

Additional Professional Service Hours – Time and Material

This sub project will be executed as Time and Material project with following fees.

Contractor shall receive additional professional services fees not to exceed \$49,500. The Contractor shall charge the City \$165 per hour for such services. Although section 5 “Compensation” of this Agreement includes all 300 additional professional services hours (\$49,500), the City shall only be liable for payment for the hours used. The additional professional services hours will be documented and approved prior to the usage. The Contractor shall separately bill and invoice these additional professional services hours upon completion of the documented deliverable. Contractor will provide timely status updates to the City.