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

CCT Technologies, Inc., dba ComputerLand of Silicon Valley

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of ~~June 27~~, 2016, in San Francisco, California, by and between **CCT Technologies, Inc., dba ComputerLand of Silicon Valley,** ("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, a Request for Proposal ("RFP") was issued on **September 27, 2013**, and City selected Contractor pursuant to the RFP;

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **PSC 4062-13/14** on **January 6, 2014**;

WHEREAS, City and Contractor have entered into the Agreement (as defined below) when the Board of Supervisors approved **Resolution No. 362-14** on **September 23, 2014**;

WHEREAS, the Board of Supervisors approved the First Amendment by **Resolution No. 260-15** on **July 14, 2015** modifying the Agreement to increase the not-to-exceed amount from $12,000,000 to $32,000,000;

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the not-to-exceed amount; and

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 October 1, 2014 between Contractor and City as amended by the First Amendment dated July 17, 2015.

      1b.   **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.   **Compensation.** Section 5 of the Agreement currently read as follows:

      5.   **Compensation.** Compensation shall be made by Ordering Departments in accordance with the terms of each Authorization for an Order. In no event shall the amount of this Agreement exceed **thirty-two million dollars and no cents ($32,000,000.00)**. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or

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CCT Technologies

both, required under this Agreement are received from Contractor and approved by the Ordering Department or Purchasing as being in accordance with this Agreement, limited to the total of the Order that gave rise to such event. 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.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

<u>**Such section is hereby amended in its entirety to read as follows:**</u>

      5.   **Compensation.** Compensation shall be made by Ordering Departments in accordance with the terms of each Authorization for an Order. In no event shall the amount of this Agreement exceed **forty-four million dollars and no cents ($44,000,000.00).** 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 Ordering Department or Purchasing as being in accordance with this Agreement, limited to the total of the Order that gave rise to such event. 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.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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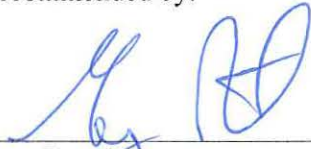
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Greg Pustelnik
Purchasing Supervisor
Office of Contract Administration

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____

Rosa M. Sánchez
Deputy City Attorney

Approved:

for _____

Jaci Fong
Director of the Office of Contract
Administration, and
Purchaser

CONTRACTOR

CCT Technologies, Inc.
Dba ComputerLand of Silicon Valley
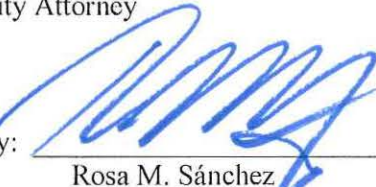
Connie Tang
CEO/President
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Dba ComputerLand of Silicon Valley
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City vendor number: 67883

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