



**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685**

**Fourth Amendment  
To Agreement between the City and County of San Francisco and  
XTech JV**

**Term Contract # 99400  
Tier 1 Contractor of the Technology Marketplace 2.0  
PeopleSoft Supplier Contract ID: 1000012618**

THIS AMENDMENT (this “Amendment”) is made as of February 14, 2022, in San Francisco, California, by and between **XTech JV** (“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; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals #99400 “Tiers 1 and 2 of the Technology Marketplace 2.0” a Request for Proposal (“RFP”) issued on June 20, 2018 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 44114-17/18 on July 10, 2018;

WHEREAS, the City’s Board of Supervisors approved the Agreement by Resolution No. 0018-19 on January 15, 2019;

WHEREAS, the City’s Board of Supervisors approved the First Amendment by Resolution No. 426-19 on October 1, 2019 modifying the Agreement to increase the not-to-exceed amount from \$20,000,000 to \$244,000,000;

WHEREAS, the City’s Board of Supervisors approved the Second Amendment by Resolution No. 443-20 on September 29, 2020 modifying the Agreement to increase the not-to-exceed amount from \$44,000,000 to \$80,000,000;



WHEREAS, the City's Board of Supervisors approved the Fourth Amendment by Resolution No. XXX-XX on February XX, 2022 modifying the Agreement to increase the not-to-exceed amount from \$80,000,000 to \$XX,XXX,000;

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 January 1, 2019 between Contractor and City as amended by the First Amendment dated October 1, 2019, as amended by the Second Amendment dated October 15, 2020, and as amended by the Third Amendment dated September 15, 2021.

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 to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Payment.** *Section 3.3.1 "Payment" of the Agreement currently reads as follows:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month. Compensation shall be made for Services identified in the invoice that the Ordering Department's department head, in his or her sole discretion, concludes has been satisfactorily performed. 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 no event shall the amount of this Agreement exceed Eighty Million dollars (\$80,000,000). 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:*

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month. Compensation shall be made for Services identified in the invoice that the Ordering Department's department head, in his or her sole discretion, concludes has been satisfactorily performed. 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 no event shall the amount of this Agreement exceed One Hundred Fifteen Million Eight Hundred Thousand dollars (\$115,800,000). In no event shall City be liable for



interest or late charges for any late payments.

### **Article 3      Effective Date**

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

### **Article 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:

\_\_\_\_\_  
Jonathan Jew  
IT Purchasing Supervisor  
Office of Contract Administration

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Gustin R. Guibert  
Deputy City Attorney

Approved:

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

By: \_\_\_\_\_  
Sailaja Kurella

**CONTRACTOR**

XTech JV

\_\_\_\_\_  
Signature of Authorized Representative for  
AIXTEK DBA Eaton Associates

\_\_\_\_\_  
Name of Authorized Representative for  
AIXTEK DBA Eaton Associates

CFO

\_\_\_\_\_  
Signature of Authorized Representative for 21  
Tech

\_\_\_\_\_  
Name of Authorized Representative for 21  
Tech

Managing Member

City Supplier number: 0000008003