



**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**

**Second Amendment
To Agreement between the City and County of San Francisco and
Zones, LLC**

**Term Contract # 99400
Tier 1 Contractor of the Technology Marketplace 2.0
PeopleSoft Supplier Contract ID: 1000012619**

THIS AMENDMENT (this “Amendment”) is made as of February 14, 2022, in San Francisco, California, by and between **Zones, 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; 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. 0019-19 on January 15, 2019;

WHEREAS, the City’s Board of Supervisors approved the Second Amendment by Resolution No. XXX-XX on February XX, 2022 modifying the Agreement to increase the not-to-exceed amount from \$20,000,000 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 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 Twenty Million dollars (\$20,000,000). 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 Twenty-Three Million Six Hundred Thousand dollars (\$23,600,000). 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

Zones, LLC

Signature of Authorized Representative

Name of Authorized Representative

Vice President, Business and Legal Affairs

City Supplier number: 0000038064