

File No. 150618

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date July 8, 2015

Board of Supervisors Meeting

Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong **Date** July 2, 2015

Completed by: Linda Wong Date

1 [Contract Amendments - En Pointe Technologies, ComputerLand of Silicon Valley, and
2 Xtech JV - Tier 1A Technology Marketplace - \$95,000,000 in Total]

3 **Resolution authorizing the Office of Contract Administration to enter into the First**
4 **Amendment for the Tier 1A Technology Marketplace purchases between the City**
5 **and En Pointe Technologies, Inc., ComputerLand of Silicon Valley, and Xtech JV in**
6 **which the amendments shall increase the current contract limits from: \$12,000,000**
7 **to \$32,000,000 for ComputerLand of Silicon Valley; from \$12,000,000 to \$32,000,000**
8 **for Xtech JV; and from \$12,000,000 to \$31,000,000 for En Pointe Technologies, Inc.,**
9 **for \$95,000,000 in total during the period of October 1, 2014, to September 30, 2017.**

10
11 WHEREAS, The Office of Contract Administration, by competitive bidding,
12 established the Technology Marketplace to facilitate the ordering of information
13 technology related products and services; and

14 WHEREAS, ComputerLand of Silicon Valley, Xtech JV and En Pointe
15 Technologies, Inc. are vendors who are part of Tier 1A of the Technology Marketplace;
16 and

17 WHEREAS, The original contract with ComputerLand of Silicon Valley, Xtech
18 JV, and En Pointe Technologies, Inc. was each for a term from October 1, 2014, to
19 September 30, 2017, with two options to extend the contracts for up to one year each
20 at the City's sole and absolute discretion, and a not to exceed amount of \$12,000,000
21 each; and

22 WHEREAS, The Board of Supervisors approved the original contracts on
23 October 01, 2014, by Resolution No. 362-14; and

24 WHEREAS, The Office of Contract Administration estimates that the money
25 projected to be spent with Tier 1A Contractors En Pointe Technologies, Inc.,

1 ComputerLand of Silicon Valley, and Xtech JV could reach the contract's limit in the
2 reasonably near future; and

3 WHEREAS, Charter, Section 9.118, (b) "Contract and Lease Limitations,"
4 requires the Board of Supervisors to approve any contract estimated to exceed
5 \$10,000,000 in expenditures or amendments exceeding \$500,000 to such contracts;
6 now, therefore, be it

7 RESOLVED, That the Board of Supervisors authorizes the Purchaser and the
8 Director of the Office of Contract Administration to enter into the First Amendment, in
9 substantially the form attached, to increase the contract limit with ComputerLand of
10 Silicon Valley from \$12,000,000 to \$32,000,000; Xtech JV from \$12,000,000 to
11 \$32,000,000; and En Pointe Technologies, Inc. from \$12,000,000 to \$31,000,000; and,
12 be it

13 FURTHER RESOLVED, That within thirty (30) days of the First Amendments
14 being fully executed by all parties, the Office of Contract Administration shall provide the
15 final First Amendments to the Clerk of the Board for inclusion into the official file.
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Item 6
File 15-0618

Department:
Office of Contract Administration (OCA)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve the first amendment to each of the three contracts between the Office of Contracts and Administration (OCA) and En Pointe Technologies, Inc. (En Pointe), ComputerLand of Silicon Valley (ComputerLand), and Xtech Joint Venture (Xtech). The first amendment increases the (a) En Pointe contract by \$19 million, from \$12 million to \$31 million, (b) ComputerLand contract by \$20 million, from \$12 million to \$32 million, and (c) Xtech by \$20 million, from \$12 million to \$32 million. The total increase in the three contracts is \$59 million from \$36 million to \$95 million. The contracts' end dates of September 30, 2017 are unchanged.

Key Points

- In September 2014, the Board of Supervisors authorized OCA to award contracts to nine Tier 1A Technology Marketplace technology companies, each for a not-to-exceed amount of \$12,000,000 from October 1, 2014 through September 30, 2017, with two one-year options to extend at the sole discretion of OCA.
- En Pointe Technologies, Inc., ComputerLand of Silicon Valley, and Xtech Joint Venture are three of the nine contracted technology companies currently participating in the Tier 1A Technology Marketplace.

Fiscal Impact

- The three existing Technology Marketplace contracts combined have a total not-to-exceed amount of \$36,000,000 for the three-year term from October 1, 2014 through September 30, 2017. During the first eight months of the Technology Marketplace contracts from October 2014 through May 2015, City departments expended or encumbered approximately 60 percent or \$21,652,747 of the total combined contracts' not-to-exceed amount of \$36,000,000.
- According to OCA, the requested increase in the not-to-exceed amount of each of the three contracts is projected to be sufficient for estimated contract expenditures from May 2015 through the end of the contract term in September 2017.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT**Mandate Statement**

Charter Section 9.118(b) requires that any agreement entered into by a Department which extends for more than ten years or has anticipated expenditures of \$10,000,000 or more, or amendments to such agreements of more than \$500,000 be subject to the approval of the Board of Supervisors by resolution.

BACKGROUND

The Office of Contract Administration (OCA) established the Technology Marketplace to enable City departments to order a broader range of information technology-related products and services, which are purchased by individual City departments on an as needed basis. The Technology Marketplace serves as a replacement for the City's Technology Store and in September 2014, the Board of Supervisors authorized OCA to award contracts to nine technology companies to participate in the Technology Marketplace.¹

Each of the nine contracts was selected through a competitive Request for Proposals (RFP) process and was approved for a not-to-exceed amount of \$12,000,000, each for three years from October 1, 2014 through September 30, 2017, with two one-year options to extend at the sole discretion of OCA. En Pointe Technologies, Inc., ComputerLand of Silicon Valley, and Xtech Joint Venture are three of the nine contracted technology companies currently participating in the Technology Marketplace; each has a not-to-exceed contract amount of \$12,000,000. These three technology companies are categorized as Tier 1A contracts, which consist of Technology Marketplace contracts of \$10,000,000 or more and that provide at least nine of the products and services listed in the original RFP. There are no differences in the services provided to City departments by each of these three technology companies.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the first amendment to each of the three contracts between the Office of Contract Administration (OCA) and En Pointe Technologies, Inc. (En Pointe), ComputerLand of Silicon Valley (ComputerLand), and Xtech Joint Venture (Xtech) to increase the not-to-exceed contract amount of each contract, as shown in Table 1 below. All other terms, including the initial contract term, which expires on September 30, 2017, will remain the same.

¹ The nine technology companies include En Pointe Technologies, Inc., World Wide Technology, Inc., ComputerLand of Silicon Valley, Xtech Joint Venture, Technology Integration Group, Central Computers, Stellar Services, Robert Hald Technology, and Intervision Systems Technologies, Inc.

Table 1. Proposed Increase in Contract Not-to-Exceed Amount

Contract	Current	Proposed	Increase
En Pointe Technologies, Inc.	\$12,000,000	\$31,000,000	\$19,000,000
ComputerLand of Silicon Valley	12,000,000	32,000,000	20,000,000
Xtech Joint Venture	12,000,000	32,000,000	20,000,000
Total	\$36,000,000	\$95,000,000	\$59,000,000

Source: Office of Contracts and Administration (OCA) staff.

FISCAL IMPACT

The three existing Technology Marketplace contracts combined have a total not-to-exceed amount of \$36,000,000 for the three-year term from October 1, 2014 through September 30, 2017, as shown in Table 1 above. During the first eight months of the Technology Marketplace contracts from October 2014 through May 2015, City departments expended or encumbered approximately 60 percent or \$21,652,747 of the total combined contracts' not-to-exceed amount of \$36,000,000, as shown in Table 2 below.

Table 2. Technology Market Place Contract Actual Expenditures and Encumbrances
(October 2014 through May 2015)

Contract	Amount
En Point Technologies, Inc.	\$7,263,556
ComputerLand Silicon Valley	6,283,517
Xtech Joint Venture	8,105,674
Total	\$21,652,747

Source: Office of Contracts and Administration (OCA) staff based on City's EIS Reporting system.

According to OCA, the requested increase in the not-to-exceed amount of each of the three contracts is projected to be sufficient for estimated contract expenditures from May 2015 through the end of the contract term in September 2017. OCA will submit future contract amendments to the Board of Supervisors for approval if OCA needs to further increase the contract not-to-exceed amounts prior to the initial contract termination dates of September 30, 2017.

All expenditures under these contracts are subject to appropriation approval by the Board of Supervisors in the City's annual budgets.

RECOMMENDATION

Approve the proposed resolution.

Item 8
File 15-0548

Department:
San Francisco International Airport (Airport)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve the third amendment to the existing Curbside Management Program Agreement between the Airport and FSP PPM Management, exercising the third and final one-year option to extend the existing agreement from July 1, 2015 through June 30, 2016, increasing the not-to-exceed agreement amount by \$3,961,307 from \$16,938,693 to a not-to-exceed amount of \$20,900,000.

Key Points

- In 1999, the Airport established the Curbside Management Program to consolidate the management and monitoring of the Airport's ground transportation services and increase the utilization of ground transportation services through improved customer service.
- In 2010, based on a competitive process the Board of Supervisors approved an agreement with FSP PPM in an amount not-to-exceed \$10,450,000 for a two and one-half year term from January 1, 2011 through June 30, 2013.
- In 2013, the Board of Supervisors approved a one-year extension of the agreement with FSP PPM to continue the Curbside Management Program through June 30, 2014 and increased the not-to-exceed amount by \$4,186,814 to \$14,636,814.
- In 2014, the Board of Supervisors approved a second one-year extension of the agreement with FSP PPM to continue the Curbside Management Program through June 30, 2015 and increased the not-to-exceed amount by \$2,301,879 to \$16,938,693.

Fiscal Impact

- Total estimated agreement expenditures from January 1, 2011 through June 30, 2015 are \$16,303,821. The Budget and Legislative Analyst estimated the agreement budget in FY 2015-16 to be \$4,597,108, based on information provided by the Airport. Therefore, total agreement expenditures through the end of the contract in FY 2015-16 are \$20,900,929.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

City Charter Section 9.118(b) states that contracts entered into by a department, board or commission having a term of (a) more than 10 years; (b) anticipated expenditures of \$10 million or more; or (c) modifications to these contracts of more than \$500,000, require Board of Supervisors approval.

Background

In 1999, the Airport established the Curbside Management Program to consolidate the management and monitoring of the Airport's ground transportation services and increase the utilization of ground transportation services¹ through improved customer service.

On November 16, 2010, based on a competitive process, the Board of Supervisors approved the existing Curbside Management Program Agreement with FSP PPM Management in an amount not-to-exceed \$10,450,000 for a two and one-half year term from January 1, 2011 through June 30, 2013 (File 10-1294), with three one-year options to extend the agreement through June 30, 2016, subject to Board of Supervisors approval.

In June 2013, the Board of Supervisors approved a one-year extension of the agreement with FSP PPM Management to continue the Curbside Management Program through June 30, 2014 (File 13-0391), and increased the not-to-exceed amount by \$4,186,814 for a new total not-to-exceed amount of \$14,636,814.

In June 2014, the Board of Supervisors approved a second one-year extension of the agreement with FSP PPM Management to continue the Curbside Management Program through June 30, 2015 (File 14-0376), and increased the not-to-exceed amount by \$2,301,879 for a new total not-to-exceed amount of \$16,938,693.

Services Provided Under Existing Curbside Management Program Agreement

Under the existing Curbside Management Program Agreement, the scope of work includes:

- Shared Ride Van: FSP PPM Management manages and monitors shared van operations by (a) ensuring that shared vans wait in the designated van lots, (b) grouping passengers going to similar destinations at each of the nine van curb zones, (c) dispatching vans from the van lots to the van curb zones to ensure that van companies are rotating, (d) providing van operation information to air passengers, and (e) arranging appropriate ground transportation services for people with special needs (physically disabled, visually impaired or elderly).
- Limousine Operations: FSP PPM Management manages and monitors limousine operations by (a) monitoring and documenting the departure times of non-stretch and stretch

¹ Ground transportation services include shared van, limousine and taxicab operations and Transportation Network Company services (including Lyft, Uber and Sidecar) for passengers at the Airport.

limousines that enter the limousine loading zones,² (b) providing ground transportation information to air passengers, and (c) arranging appropriate ground transportation services for people with special needs (physically disabled, visually impaired or elderly).

- Taxi Operations, Taxi Smartcard Revenue System Operations and Taxi Cashier Operations: FSP PPM Management manages and monitors taxi operations by (a) ensuring that taxis wait in the designated Main Taxicab Holding Lot or the Taxicab Overflow lot, (b) dispatching taxis from the designated Main Taxicab Holding Lot to the four taxi zones to meet passenger demand, (c) providing taxi operation information to air passengers, and (d) arranging appropriate ground transportation services for people with special needs (physically disabled, visually impaired or elderly).

In addition, FSP PPM Management also operates the taxi smartcard revenue system. The Airport requires that taxi drivers pay a trip fee³ to the Airport to pick up passengers at the Airport. The taxi smartcard revenue system automatically collects these fees from individual taxi drivers using smartcards. Operating the taxi smartcard-based revenue system includes (a) inputting taxi driver information into the taxi smartcard-based revenue database, (b) issuing new or replacement smartcards to taxi drivers, (c) collecting unused or returned smartcards from taxi drivers, (d) filing and maintaining the collected taxi driver information, and (e) troubleshooting and maintaining the system.

- Transportation Network Companies Holding Lot: As the result of 2014 agreements with Transportation Network Companies (TNCs) including Lyft, Uber and Sidecar that allow these companies to operate legally at the Airport, FSP PPM Management now manages and monitors the TNC holding lot.

Expenditures under the Existing Curbside Management Program Agreement

Under the existing Curbside Management Program Agreement, FSP PPM Management submits invoices to the Airport for the actual costs of salaries, fringe benefits, and other direct costs for reimbursement. The management fees paid by the Airport to FSP PPM Management are a fixed amount that is equally divided and paid on a monthly basis.

Total Curbside Management Program expenditures paid by the Airport to FSP PPM Management from January 1, 2011 through April 30, 2015 are \$15,678,271, as shown in Table 1 below.

² Limousine loading zones include any of the white zones in Domestic Terminal 1 and Domestic Terminal 3 (for non-stretch limousines only), one limousine curb zone in the Domestic Terminal 2 (all limousines) and one limousine curb zone in the International Terminal (all limousines).

³ The trip fee consists of \$4.00 for a regular trip (a trip that is over 30 minutes). If the trip is less than 30 minutes, then when the taxi comes back to pick up passengers, the 2nd trip is free. If the 2nd trip is less than 30 minutes, then when the taxi comes back to pick up passengers, the 3rd trip is \$2.00. The less than 30-minute fees will rotate (i.e. 2nd trip is free, 3rd trip is \$2.00, 4th trip is free, 5th trip is \$2.00) until the taxi driver gets another regular trip in which they would have to pay another \$4.00.

**Table 1: Curbside Management Program Expenditures
Payable by the Airport to FSP PPM Management**

	FY 2010-11 January 1, 2011 – June 30, 2011 (6 months)	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15 July 1, 2014 – April 30, 2015 (10 months)	Total
<u>Salaries, including overtime</u>						
Assistant General Manager	\$32,083	\$64,167	\$35,208	\$70,167	\$33,446	\$235,071
Curbside Managers	77,132	229,537	237,954	223,730	168,524	936,877
Taxi Supervisors	91,443	212,101	225,930	222,727	185,963	938,164
Limousine/ Van-Supervisors	83,481	220,684	185,910	194,471	158,159	842,706
Taxi Dispatchers	466,184	1,042,892	1,068,546	1,114,340	1,025,971	4,717,933
Limousine Monitors	16,111	34,200	31,717	35,394	29,789	147,211
Administrative Assistants	53,548	98,035	81,435	82,987	72,616	388,621
TNC Monitors					28,417	28,417
Salaries Subtotal	819,982	1,901,616	1,866,700	1,943,816	1,702,885	8,234,999
Fringe Benefits	299,406	756,195	822,248	860,031	717,820	3,455,700
Salaries and Fringe Benefits	\$1,119,388	\$2,657,811	\$2,688,948	\$2,803,847	\$2,420,705	\$11,690,699
Other Direct Costs	\$224,081	\$141,147	\$192,980	\$200,055	\$104,558	\$862,821
<u>Management Fees</u>						
General Manager Salary	47,500	61,484	98,199	95,000	78,333	380,516
General Manager Benefits	14,275	28,861	28,746	27,807	19,247	118,936
Insurance Premiums	128,700	220,170	219,289	220,170	177,584	965,913
Profit and Overhead ⁴	151,911	396,956	393,259	389,934	327,325	1,659,386
Management Fees Subtotal	\$342,386	\$707,471	\$739,493	\$732,911	\$602,489	\$3,124,751
Total Expenditures	\$1,685,855	\$3,506,429	\$3,621,421	\$3,736,813	\$3,127,752	\$15,678,271

Evaluation of Proposed Curbside Management Program

The Airport has evaluated FSP PPM Management's performance under the existing Curbside Management Program Agreement on a quarterly basis beginning in January 2012 to ensure that specified benchmarks and goals were met. The Airport evaluated FSP PPM Management performance using the following 10 performance measures on a scale from one point to five points with five points being excellent and one point being poor:

1. Operate the Curbside Management Program with zero lost time due to injuries.
2. Maintain an active Safety Committee by conducting quarterly meetings, reporting and documenting safety hazards and documenting the resolution of all hazards.
3. Provide excellent customer service resulting in minimal complaints.
4. Provide initial and service training to new employees.

⁴ The Airport's Contribution to profit and overhead cannot exceed seven percent of total expenditures (which include the Van Coordinator salaries funded by Van Operator companies, not a part of this budget) under the existing Curbside Management Program agreement.

5. Provide ongoing training for all employees.
6. Conduct and document weekly supervisory and management meetings.
7. Provide initial communication training to both Curbside Management Program staff and management.
8. Provide on-going annual refresher communication training to both Curbside Management Program staff and management.
9. Provide training on preparing and/or reviewing incident reports and submit reports weekly to the Airport.
10. Monitor the Curbside Management Program budget to ensure that funds are properly expended.

Under the existing Curbside Management Program agreement, FSP PPM Management needed to score a minimum average of three points for each performance measure or submit a written improvement plan to the Airport within 15 days of receiving the evaluation results. According to Mr. Daniel Pino, Senior Transportation Planner at the Airport, the Airport conducted performance reviews in 2014 and FSP PPM Management received an average rating of 4.8 out of a possible 5 points for each performance measure.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the third amendment to the existing Curbside Management Program Agreement between the Airport and FSP PPM Management, exercising the third (last) one-year option to extend the existing agreement from July 1, 2015 through June 30, 2016, increasing the not-to-exceed agreement amount by \$3,961,307 from \$16,938,693 to a not-to-exceed amount of \$20,900,000.

FISCAL IMPACT

The proposed third amendment to the existing Curbside Management Program Agreement increases the total agreement not-to-exceed amount to \$20,900,000, an increase of \$3,961,307 for the one-year period from July 1, 2015 through June 30, 2016 from the existing agreement not-to-exceed amount of \$16,938,693. The Budget and Legislative Analyst estimated the budget under the last one-year option to extend the existing agreement with FSP PPM Management at \$4,597,108, based on information provided by the Airport and shown in Table 2 below.

Table 2: Budget and Legislative Analyst's Estimated Budget under the Last One-Year Option to Extend the Existing Agreement with FSP PPM Management

Salaries	\$2,457,244
Fringe Benefits	<u>1,105,760</u>
Subtotal Salaries and Fringe Benefits	3,563,004
Other Direct Costs	283,887
Management Fees	750,217
Total Budget	\$4,597,108

The Budget and Legislative Analyst recommends approval of the proposed resolution to increase the Curbside Management Program not-to-exceed amount to \$20,900,000, based on the following calculations in Table 3 below.

Table 3: Budget and Legislative Analyst's Estimated Total Agreement Amount

Actual expenditures through April 30, 2015 (see Table 1 above)	\$15,678,271
Projected expenditures May 1, 2015 through June 30, 2015	<u>625,550</u>
Total expenditures January 1, 2011 through June 30, 2015	16,303,821
FY 2015-16 budget (see Table 2 above)	4,597,108
Total estimated not-to-exceed contract expenditures, from January 1, 2011 through June 30, 2016	\$20,900,929

RECOMMENDATION

Approve the proposed resolution.

City and County of San Francisco

Office of Contract Administration



Edwin M. Lee
Mayor

Jaci Fong
Director and Purchaser
Purchasing

May 26, 2015

To: Angela Calvillo
Clerk of the Board

From: Jaci Fong *JF*
Purchaser and Director

Subject: Resolution Approving Three Technology Marketplace Contracts Amendments.

The Office of Contract Administration is submitting the enclosed resolution that will authorize the Office of Contract Administration to execute three Tier 1A Technology Marketplace contract amendments, pursuant to Charter Section 9.118(b). The proposed values of the three Tier 1A Generalist contracts are as follows:

- \$32,000,000 for ComputerLand of Silicon Valley
- \$32,000,000 for Xtech JV
- \$31,000,000 for En Pointe Technologies, Inc.

The term of the contracts remains unchanged from the previous Board approval at three years, with two options to extend the contracts for up to one year each at the City's sole and absolute discretion.

The proposed contract amounts are forecasted based on the actual volume of business the City has done under the corresponding Technology Marketplace - Tier 1A Generalist contracts during the past seven months.

If you have any questions, please contact Cameron Langner at (415) 554-7799. Thank you for your consideration.

Enclosures:

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

En Pointe Technologies Sales, Inc.

First Amendment

THIS AMENDMENT (this "Amendment") is made as of _____, 2015, in San Francisco, California, by and between **En Pointe Technologies Sales, Inc.**, ("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, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the amount from **\$12,000,000** to **\$31,000,000**; 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.

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 **twelve million dollars and no cents (\$12,000,000.00)**. 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.

Such section is hereby amended in its entirety to 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 one million dollars and no cents (\$31,000,000.00)**. 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:

Cameron Langner
Assistant Director of Purchasing Operations
Office of Contract Administration

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____

Rosa M. Sánchez
Deputy City Attorney

Approved:

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

CONTRACTOR

En Pointe Technologies Sales, Inc.

Wasi Ahmed Yousaf
Director of Operations & IT
En Pointe Technologies Sales, Inc.
1 California Street, Suite 2800
San Francisco, CA 94111

City vendor number: 58893

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

CCT Technologies, Inc., dba ComputerLand of Silicon Valley

First Amendment

THIS AMENDMENT (this "Amendment") is made as of _____, 2015, 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, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase amount from **\$12,000,000** to **\$32,000,000**; 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.

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 **twelve million dollars and no cents (\$12,000,000.00)**. 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.

Such section is hereby amended in its entirety to 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 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.

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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:

Cameron Langner
Assistant Director of Purchasing Operations
Office of Contract Administration

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____

Rosa M. Sánchez
Deputy City Attorney

Approved:

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

CONTRACTOR

CCT Technologies, Inc.,
dba ComputerLand of Silicon Valley

Connie Tang
CEO/President
CCT Technologies, Inc.,
dba ComputerLand of Silicon Valley
482 West San Carlos Street,
San Jose, CA 95110

City vendor number: 67883

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

Xtech, JV

First Amendment

THIS AMENDMENT (this "Amendment") is made as of _____, 2015, in San Francisco, California, by and between **Xtech Joint Venture**, ("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, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the amount from **\$12,000,000** to **\$32,000,000**; and

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

CITY

CONTRACTOR

Recommended by:

Xtech, JV

Cameron Langner
Assistant Director of Purchasing Operations
Office of Contract Administration

Patricia Eaton, Partner
Xtech, JV
1275 Fairfax Avenue, Suite 201
San Francisco, CA 94124

Approved as to Form:

Dennis J. Herrera
City Attorney

Azhar Mahmood, Partner
Xtech, JV
1390 Market Street, Suite 1202
San Francisco, CA 94102

City vendor number: 64607

By: _____

Rosa M. Sánchez
Deputy City Attorney

Approved:

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

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s):	City elective office(s) held:
Members, Board of Supervisors	Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Xtech	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
(1) Azhar Mahmood, Partner; Patricia Eaton, Partner; Dilraj Kahai, Partner; John Eaton, Partner (2) Azhar Mahmood, Partner; Patricia Eaton, Partner; Dilraj Kahai, Partner; John Eaton, Partner (3) Azhar Mahmood, Partner; Patricia Eaton, Partner; Dilraj Kahai, Partner; John Eaton, Partner (4) Ameritech; DELC2; Farallon Geographics (5) None	
Contractor address: 890 Cowan Rd, Suite C, Burlingame, CA 94010	
Date that contract was approved:	Amount of contract: \$ 32,000,000 (First Amendment)
Describe the nature of the contract that was approved:	
Comments:	

This contract was approved by (check applicable):

- ☐ the City elective officer(s) identified on this form
☐ a board on which the City elective officer(s) serves _____

Print Name of Board

- ☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102	E-mail: Board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s):	City elective office(s) held:
Members, Board of Supervisors	Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: En Pointe Technology Sales Inc.	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.	
1.) Bob Din, Naureen Din. 2.) Bob Din, CEO, Javed Latif, CFO, COO - none. 3.) Wholly-owned subsidiary – no person 4.) No subcontractor listed in contract, other than HRC certified list 5.) There is no political committee sponsored or controlled by En Pointe.	
Contractor address: 1 California St., Ste. 2800, San Francisco, CA/HQ: 18701 S. Figueroa St., Gardena, CA 90248	
Date that contract was approved: January 1, 2009	Amount of contract: \$31,000,000 (First Amendment)
Describe the nature of the contract that was approved: Computer hardware, software and services	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☐ a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

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Address: City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102	E-mail: Board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s):	City elective office(s) held:
Members, Board of Supervisors	Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: CCT Technologies Inc.	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
(1) Connie Tang, Ting Pun, Alex Chan, Felicia Choi	
(2) Connie Tang, CEO; Douglas Green, COO/CFO	
(3) Connie Tang	
(4) None	
(5) None	
Contractor address: 482 W San Carlos, San Jose, CA 95110	
Date that contract was approved:	Amount of contract: \$ 32,000,000 (First Amendment)
Describe the nature of the contract that was approved: Computer hardware, software and services	
Comments:	

This contract was approved by (check applicable):

- ☐ the City elective officer(s) identified on this form
- ☐ a board on which the City elective officer(s) serves _____

Print Name of Board

- ☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

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Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

