



**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
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 August 17, 2020 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 [name of Commission or Board of Supervisors] approved this Agreement by [insert resolution number] on [insert date of Commission or Board action];

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.

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 Forty Four Million dollars (\$44,000,000). 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 Eighty-Two Million dollars (\$82,000,000). 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, the parties hereto have executed this Amendment on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

XTECH JV

Taraneh Moayed
Assistant Director
Office of Contract Administration

Signature of Authorized Representative for
AIXTEK DBA Eaton Associates

Approved as to Form:

Name of Authorized Representative for
AIXTEK DBA Eaton Associates

Dennis J. Herrera
City Attorney

Signature of Authorized Representative for 21
Tech

By: _____
Gustin R. Guibert
Deputy City Attorney

Name of Authorized Representative for 21
Tech

Approved:

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

City vendor number: 0000008003

By: _____