

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



CONTRACT MODIFICATION NO. 1

Indefinite Quantity

Grainger

750 Brannan St.
San Francisco, CA 94103-4920
Attn: Dan Berryman

Date: 11/28/07

Contract Proposal No. **WSCA #7066**
Purchasing Authority Admin.Code 21.16 (b)
Estimated Amount: Indefinite

The City and County of San Francisco does hereby accept your offer to furnish the articles indicated below. Such Articles are to be delivered in the manner and the form and at the times and prices set forth in the above numbered Contract Proposal, but only after receipt of order properly certified by the Controller of the City and County of San Francisco.

This contract was awarded in accordance with the Western States Contracting Alliance (WSCA) Master Agreement #7066.

For furnishing and delivering **Industrial Supplies and Equipment**

For the term **November 29, 2007 through November 30, 2008.**

Items: **Miscellaneous, Unplanned MRO (Maintenance, Repair and Operations) Supplies as Required.**

Category Discount Structure – Discounts off Current Grainger Pricing:

Motors – 28% off
Power Transmissions - 28% off
Test Instruments – 10% - 34% off
Outdoor Equipment – 10-34% off
Metal Working- 10% off
Welding Supplies – 10% off
Painting Equipment and Supplies – 10-20% off
Material Handling Products – 10% off
Security Products – 10-20% off
Fluid Power – 10% off
Pumps – 10% off
Plumbing (Excluding Pipes and Pipe Fittings) – 10% off
HVAC Products – 10-50% off

In Addition We Offer an All other Discount – 10% off

Manufacturer Discount Structure – Discounts off Current Manufacturer's List Price:

Stanley Hand Tools – 52-66% off
Proto Hand Tools – Up to 55% off
Blackhawk Hand Tools – Up to 45% off
Westward Hand Tools – 10% off Current Grainger Catalog Price

This award covers various categories of miscellaneous products including some related to Homeland Security, Emergency Preparedness, and Bioterrorism. In addition, pricing submitted by Grainger for products in its grainger.com catalog outside the items listed above that are not under another agreement will be considered approved under this award. Grainger will not be granted exclusivity for these additional items; however the City will consider purchasing from Grainger before looking to alternative suppliers.

Contract Exclusions:

Any item that can be procured under an existing City supply contract is excluded from purchase under this contract.

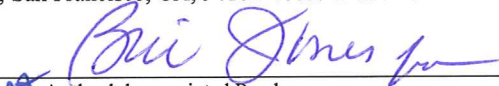
Payment Terms: Net 30 Days.

Price Agreement Provisions: Prices and Discounts charged to the City are as stated in W. W. Grainger's WSCA Master Agreement #7066. Any and all pricing and discount term of the WSCA Master Agreement #7066 shall and are included in the Contract and Contract Acceptance and shall take precedence over any conflicting terms and conditions contained within any other documents incorporated under this Contract Award.

The following condition has been added to Contract WSCA #7066 (See attachment "A").


89. Food Service Waste Reduction Requirements

Acknowledge receipt and acceptance of this Contract Award in the space below. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.


As the duly appointed Purchaser of the City and County of San Francisco
Date 12-3-07

RECEIPT OF THE ABOVE IS HEREBY ACKNOWLEDGED:

Contractor W.W. Grainger

By  Signature
Government Dept Manager Title

Date 12-5-2007

89. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.