

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



Contract Modification 3

Industrial Supplies

Grainger
 ATTN: Dan Berryman
 750 Brannan St.
 San Francisco, CA 94103
 E-mail: Dan.Berryman@Grainger.com

Date: 1-24-14
 Buyer Name: Deirdre Darley
 Term contract: WSCA 1862
 City Blanket No. BPSF00003720
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 7,500,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	05-01-11	02-28-14	\$ 3,500,000	
1	No Change	No Change	\$ 5,000,000	Increase Blanket Amount
2	No Change	No Change	\$ 6,500,000	Increase Blanket Amount; Update Conditions
3	03-01-14	02-28-15	\$ 7,500,000	Extend Term; Increase Blanket Amount; Update Condition

This modification 3 changes the contract as follows:

- It extends the contract term from March 1, 2014 through February 28, 2015.
- It increases the not-to-exceed blanket amount by \$1,000,000 from \$6,500,000 to \$7,500,000.
- It replaces contract condition 85 "Insurance". See Attachment A.

All other terms and conditions remain the same.



Approved by the City:

Jaci Fong
 Jaci Fong, Director of OCA and Purchaser

2/6/2014
 Date

Approved by Contractor:

Dan Berryman
 Signature

2/7/2014
 Date

Name and title

DAN BERRYMAN - CONTRACT MANAGER

Special Condition 85 "Insurance" is hereby deleted in its entirety and replaced with the following:

85. Insurance. Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

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

D. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

G. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

H. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

J. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

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Contract Modification 2

Industrial Supplies

Grainger
 ATTN: Dan Berryman
 750 Brannan St.
 San Francisco, CA 94103
 E-mail: Dan.Berryman@Grainger.com

Date: 7-8-13
 Buyer Name: Deirdre Darley
 Term contract: WSCA 1862
 City Blanket No. BPSF00003720
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 6,500,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	05-01-11	02-28-14	\$ 3,500,000	
1	No Change	No Change	\$ 5,000,000	Increase Blanket Amount
2	No Change	No Change	\$ 6,500,000	Increase Blanket Amount; Update Conditions

This modification 2 changes the contract as follows:

It increases the not-to-exceed blanket amount by \$ 1,500,000 from \$ 5,000,000 to \$ 6,500,000. Contract Conditions 29 and 51 are hereby replaced and Condition 66 is hereby deleted. See Attachment A.

All other terms and conditions remain the same.


DD

Approved by the City:


 Jaci Fong, Director of OCA and Purchaser

7/29/2013
 Date

Approved by Contractor:


 Signature
 Contract Manager

7/29/2013
 Date

Name and title

Contract Condition 29 has been revised and is hereby replaced in its entirety to read as follows:

29. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at [http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Contract Condition 51 has been revised and is hereby replaced in its entirety to read as follows:

51. Reports by Contractor

Multi-Year Term Contract

Each year, no later than February 15; Contractor shall submit a soft copy report of the total items ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all items awarded under this contract; and (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on CD-ROM or USB drive and mailed to the address shown below with the term contract number and “Annual Vendor Reporting” clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Vendor Reporting
Re: Term Contract No. **WSCA 1862**
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

Contract Condition 66 “Graffiti Removal” is hereby deleted in its entirety.

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Contract Modification 1

Industrial Supplies

Grainger
 ATTN: Dan Berryman
 750 Brannan St.
 San Francisco, CA 94103
 E-mail: Dan.Berryman@grainger.com

Date: 12-14-12
 Buyer Name: Deirdre Darley
 Term contract: WSCA 1862
 City Blanket No. BPSF00003720
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 5,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	05-01-11	02-28-14	\$ 3,500,000	
1	No Change	No Change	\$ 5,000,000	Increase blanket amount

This modification 1 changes the contract as follows:

It increases the blanket amount by \$ 1,500,000 from \$ 3,500,000 to \$ 5,000,000.

All other terms and conditions remain the same.

DB

Approved by the City:

 Jaci Fong, Director of OCA and Purchaser

12/24/2017

 Date

Approved by Contractor:

 Signature

12/26/2012

 Date

Name and title

DAN BERRYMAN Gov Contracts