

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

Second Amendment

THIS **SECOND AMENDMENT** (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **Sid Tool Co., Inc. dba MSC Industrial Supply Company, 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, 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, Contractor was selected pursuant to San Francisco Administrative Code Section 21.16(b) pursuant to waiver OCAWVR0013766 granted by the Office of Contract Administration, and this Amendment is consistent with that waiver; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because this is primarily a commodities contract and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Agreement is for commodities (as defined by the 2023 PSC Policy of the Civil Service Commission) and, as such, is exempt from Civil Service Commission review;

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under **[insert resolution number]** approved on **[insert date of Commission or Board action]** in the amount of **\$17,100,000** for the period commencing **[Insert Start Date]** and ending **[Insert End Date]**; and

WHEREAS, the Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors.

Now, THEREFORE, the parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated December 4, 2023 between Contractor and City, as amended by the:

First Amendment, dated March 18, 2026.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

1.3 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.4 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contractors. These changes went into effect January 1, 2026. Labor and Employment Code Articles 141 and 142 were repealed. To the extent those legal obligations appear in this Agreement, they should be treated as nullified. The dollar value threshold for application of Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 was increased. If the Agreement is valued at less than \$230,000, Administrative Code Chapters 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, Administrative Code Chapter 12F and Labor and Employment Code Article 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Administrative Code Chapter 12L is not in effect. Any clause in the Agreement concerning an obligation referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Calculation of Charges.** Section 3.3.1 Calculation of Charges of the Agreement currently reads as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City for Goods delivered in accordance with Appendix B, “Calculation of Charges.” Compensation shall be made for Goods identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily delivered. In no event shall the amount of this Agreement exceed **Nine Million Five Hundred Thousand dollars (\$9,500,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges under this Agreement.

Such section is hereby amended in its entirety to read as follows:

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City for Goods delivered in accordance with Appendix B, "Calculation of Charges." Compensation shall be made for Goods identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily delivered. In no event shall the amount of this Agreement exceed **Seventeen Million One Hundred Thousand dollars (\$17,100,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges under this Agreement.

Article 3 Reserved (Updates of Standard Terms to the Agreement)

Article 4 Incorporation of Recitals

Incorporation of Recitals. The matters recited in the Recitals section of this Amendment are a substantive portion of this Amendment and are hereby incorporated by reference herein and into the Agreement.

Article 5 Effective Date

Each of the modifications set forth in this Amendment shall be effective on and after the date of this Amendment.

Article 6 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:

CONTRACTOR

Sid Tool Co., Inc., dba MSC Industrial Supply
Company, Inc.

Wil Alderman
Procurement Manager
Office of Contract Administration

David Haugh
Vice President – Public Sector

Date: _____

Date: _____

Approved as to Form:

City Supplier Number: 0000015973

David Chiu
City Attorney

By: _____
Gustin R. Guibert
Deputy City Attorney

Date: _____

Approved:
Sailaja Kurella
Director of the Office of Contract
Administration and City Purchaser

By: _____
Abtin Forghani
Authorized Signer

Date: _____