

MODIFICATION NO. 9
to
BASIC ORDERING AGREEMENT NO. LLNL-BOA-2006-001
between
LAWRENCE LIVERMORE NATIONAL SECURITY, LLC
and
GRAINGER INDUSTRIAL SUPPLIES

INTRODUCTION

This Modification No. 9 to Agreement No. LLNL-BOA-2006-001 is entered into by and between Lawrence Livermore National Security, LLC (hereinafter called "LLNS") and Grainger Industrial Supplies (hereinafter called "Subcontractor").

PURPOSE

The purpose of this Modification is to amend the following Articles:

- Article 2 – Term
- Article 4 – Fixed Prices
- Article 5 – Administrative
- Article 7 – Site Specific Terms and Conditions
- Article 9 – Incorporated Documents

AGREEMENT

The parties agree to modify the Subcontract in the following particular(s) only:

MODIFICATIONS TO SCHEDULE OF ARTICLES

ARTICLE 2 – TERM

Article 2. Paragraph One is hereby deleted in its entirety as written and substituted with the following:

“The term of this BOA is from August 1, 2006 through February 1, 2019. Both parties agree that in the event that the Seller’s GSA Contract referenced in Attachment A is extended, the term of this BOA will be extended accordingly.”



ARTICLE 4 – FIXED PRICES

Article 4. is hereby deleted in its entirety as written and substituted with the following:

“Prices for ICPT Contractors shall be in accordance with the Attachment A – *ICPT Pricing Program.*”

ARTICLE 5 - ADMINISTRATIVE

Article 5. – Procurement Administrator’s Address is hereby deleted in its entirety as written and substituted with the following:

“BOA Procurement Administrator’s Address is as follows:

Karen Hawk
Lawrence Livermore National Laboratory
7000 East Avenue, L-650
Livermore, CA 94550
925-422-8007
Hawk3@llnl.gov”

ARTICLE 7 – SITE SPECIFIC TERMS AND CONDITIONS

Article 7., Paragraph Two is hereby deleted in its entirety as written and substituted with the following:

“Seller’s site-specific pricing shall be included under Attachment A – *ICPT Pricing Program.*”

ARTICLE 9 – INCORPORATED DOCUMENTS

Article 9. is hereby deleted in its entirety as written and substituted with the following:

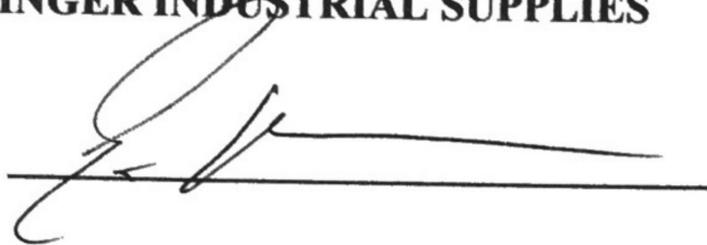
ATTACHMENT A – ICPT PRICING PROGRAM (10/21/15)
ATTACHMENT B – Reserved
ATTACHMENT C – Reserved
ATTACHMENT D – GENERAL TERMS AND CONDITIONS (01/2006)

All other terms, conditions, and provisions of the Subcontract shall remain in full force and effect.

The parties have executed this Modification No. 9, effective as of the date of LLNS' signature.

GRAINGER INDUSTRIAL SUPPLIES

**LAWRENCE LIVERMORE
NATIONAL SECURITY, LLC**

BY:  _____

BY: _____
Karen Hawk

TITLE: SR. NATIONAL SECURITY MANAGER

TITLE: Contract Administrator
LLNL Supply Chain Management Dept.

DATE: 10-29-15

DATE: _____

Phone No.: (925) 422-8007
FAX No.: (925) 423-0450
E-Mail: hawk3@llnl.gov

cc: Karen Hawk, hawk3@llnl.gov

**Attachment A - ICPT Pricing Program
(10/21/15)**

Primary Discounts

Grainger Catalog - Seller will offer a Primary discount of twelve (12%) percent off the Grainger Catalog “each” price as found on www.grainger.com in effect at time of order.

Category Discounts

- Additional category discounts will be applied to items based on Seller’s category classifications of an individual item. The category discount percentages (see Exhibit ‘A’) will remain constant for the term of this Agreement.

Exhibit ‘A’

Category	Category Discount
Cleaning: Consumables	24%
Cleaning: Other	24%
Electrical	26%
Hand Tools	25%
HVAC: Filters	25%
HVAC: Other	25%
Lighting	30%
Material Handling	20%
Plumbing: Other	20%
Plumbing: Pipe, Valves, Fittings	20%
Power Tools	20%
Safety: Facility Safety	22%
Safety: People Safety	22%
Test Instruments	20%
Lab Supplies	20%

Customer Specific Pricing (CSP)

- Site Specific CSP - Grainger offers the availability for each specific ICPT Contractor site to obtain CSP for uniquely selected items by a specific Contractor site, and pricing can be held firm for up to 12 months.

Sourced Products Program

- The scope of this Agreement is Grainger General Catalog Product only and does not include Sourced Products.

Prepaid Freight Program

- Standard ground freight is prepaid on orders unless otherwise stated herein to ICPT Contractor's place of business anywhere in the contiguous United States, using carrier of Seller's choice. Other terms apply to Alaska, Hawaii, export orders and orders placed for sourced products. Any extra charges incurred for additional services such as expedited delivery, ICPT Contractors' carrier or special handling by the carrier, must be paid by ICPT Contractor.

(END OF ATTACHMENT A – ICPT PRICING PROGRAM)