

BASIC ORDERING AGREEMENT BETWEEN

3M Company
6510 Telecom Drive Suite 310
Indianapolis, IN 46278

AND

Idaho National Laboratory
On Behalf of ICPT for the Department of Energy

BASIC ORDERING AGREEMENT

No. INL-BOA-04-10-2014

This Basic Ordering Agreement (BOA) between 3M Company (Vendor, hereinafter "Seller") and [Contractor] is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes items manufactured and/or distributed by Seller.
2. This Agreement is for the Department of Energy contractors and authorized subcontractors. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
3. The following document is incorporated by reference and hereby forms a part of this action: ICPT General Terms and Conditions dated June 2012. Note ICPT's General Terms and Conditions are available at the following Internet address: https://icpt.inl.gov/t_and_c.html
4. The pricing is in accordance with Attachment A, entitled ICPT Price List Rev 5, Dated 10/14/2013.

The parties agree that Contractors, may place orders under this BOA and receive the appropriate, discounted price. Each DOE Contractor shall place its own orders under this agreement and shall be direct-billed accordingly.

ARTICLE 1 - SCOPE OF WORK

The effective term of this BOA shall be 11/29/2013, through 11/30/2014 with two (2) additional, unilateral, options years.

The Contractor may cancel this BOA at any time upon 60 days written notice without further obligation, except for those obligations associated with any outstanding Contractor orders.

The Seller agrees to furnish such quantities of products or services described herein as Contractor may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 - DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination, standard ground freight is paid by Seller for deliveries to locations within the contiguous United States. Contractor is responsible for freight charges for deliveries outside of the contiguous United States and any expedited or special shipping or handling.
- Payment Terms: Prompt payment discount or Net 30 days from receipt of a proper invoice.
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 3 - FIXED PRICES

Contractor shall be entitled to purchase goods and services listed in Attachment B at the discounts set forth in the Agreement.

Prices set forth in Attachment B shall be fixed until 10/31/2014. Seller agrees to review annual ICPT spend on or before October 31st, of each year to determine ICPT's discount to be offered in Attachment B. Effective November 30st, of each year, the revised Attachment B will be offered to all Contractors. Pricing shall remain in effect and fixed until November 29th, of the next year and shall mirror that provided to NNSA.

By entering into this BOA, Seller warrants that the pricing stated herein is not greater than that charged Seller's most favored customer for like quantities for the same or similar materials under like conditions of sale. INL and/or the U.S. Government shall have the right to examine Seller's records to ensure compliance with this warranty. Seller agrees to refund any amount paid by the contractor which exceeds the price charged and Subcontractor's customers for like quantities of the same or similar materials under like conditions of sale on year from the date of the orders placed by the contractors under this BOA.

ARTICLE 4 - REPORTING

Seller shall report quarterly savings to the BOA administrator listed in Article 5. Savings shall be calculated two ways. First savings shall be calculated using price paid under GSA pricing, if no GSA pricing is available savings shall be calculated using price paid under previous price paid. Idaho National Laboratory (INL) shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. INL shall provide the seller written notice of an audit twenty one (21) business days prior to the audit, and the audit shall be conducted between 8 A.M. and 5 P.M., Monday through Friday.

ARTICLE 5 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:

Mark Johnson
Idaho National Laboratory
1955 Fremont Ave.
Idaho Falls, ID 83415-1303
(208) 526-4493
Mark.Johnson2@inl.gov

BOA Sellers Administrator's contact information is as follows:

Ed McCreedy
3M Company
6510 Telecom Drive Suite 310
Indianapolis, IN 46278
(317) 216-3163
ed.mccreedy@mmm.com

ARTICLE 6 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

ARTICLE 7 - WARRANTY

Products are sold by the Seller with such warranties as may be extended by the manufacturer of the product(s), and there are no warranties for value added services, services bundled with the products, or other services provided by the Seller. Copies of the manufactures' warranties are available prior to the purchase of products by contacting the seller. The seller makes no other warranties and all implied warranties of merchantability, title, and fitness for a particular purpose and hereby disclaimed. Company is responsible for installation and use in accordance with manufactures' instructions and the seller shall not be responsible for company's improper selection of a product for a particular application or otherwise. No warranty will apply if the products are in any way altered or modified after delivery to company.

ARTICLE 8 – COMPLIANCE WITH LAWS

Seller will provide all Material Safety Data Sheets for those products Seller has identified as containing potentially hazardous substances. In addition, Seller will provide the original manufacturers product specification datasheet on request or Company may obtain both the Material Safety Data Sheet and the manufacturers specification datasheets and other relevant product data from Sellers public web catalog or Sellers custom Punch-out catalog housed on Company's sourcing and procurement portal. As a distributor, not a manufacturer of the products it sells, Seller relies on its suppliers to inform it that products sold by Seller containing chemicals on the list of substances published by the Administrator of the Environmental Protection Agency pursuant to the Emergency Preparedness and Community Right-to Know-Act and Toxic Substances Control Act are identified and have the proper documentation.

ARTICLE 9 – TERMINATION FOR CONVENIENCE

Either party may terminate the agreement in whole or in part with sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

ACKNOWLEDGED AND CONFIRMED;

[SELLER]	[CONTRACTOR]
BY:	BY: Edward McCready
TITLE:	TITLE: Account Services Manager
DATE:	DATE: April 18, 2014

Attachment A ICPT Price List Rev 5 - Dated 10/14/2013

OCCUPATIONAL PRESCRIPTION EYEWEAR

BASE PRICE – PLASTIC LENSES ONLY

 SINGLE VISION OR PLANO \$ 11.54	 FLAT TOPS BIFOCAL OR TRIFOCAL \$ 14.44 / \$ 20.00	 BASE PROGRESSIVE⁽¹⁾ \$ 32.89
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⁽¹⁾ Base Progressive lenses are available in plastic or polycarbonate material only and are not available in glass, photochromic plastic or photochromic polycarbonate. An upgrade to a Level I PAL is required for glass, photochromic plastic or photochromic polycarbonate.

BASE PRICE INCLUDES:

- Scratch Resistant Coating
- Any Prescription Power
- Any Prescription Size
- Eyeglass Carrying Case
- Limited Warranty (see details)
- Shipping

OTHER LENS MATERIALS (ADD TO BASE PRICE)

Polycarbonate – Included	Trivex - \$ 20.00	Glass – Included
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FRAME GROUP OPTIONS (ADD TO BASE PRICE)

BASE	A	B/C	D	D PLUS	E	F	G	G PLUS	H
Included	Included	Included	Included	\$ 18.14	\$ 29.02	\$ 29.22	\$ 49.01	\$ 69.83	\$ 100.80

PROGRESSIVE ADDITION LENS OPTIONS (ADD TO BASE PRICE)

LEVEL I	LEVEL II	LEVEL III	LEVEL III PLUS	LEVEL IV	LEVEL V
Included	\$ 25.14	\$ 46.70	\$ 59.80	\$ 80.00	\$ 114.40

OPTIONS (ADD TO BASE PRICE)

Plastic & Polycarbonate Tints	Included
UV (Ultraviolet) Coating - Glass or Plastic	Included
Anti-Fog Coating - Polycarbonate or Plastic	\$ 23.66
SuperCote™ - Polycarbonate or Plastic	12.00
AR (Anti-Reflective) Coating – All materials	25.33
AR with SuperCote - Polycarbonate or Plastic	36.00
Scotchgard AR - Polycarbonate or Plastic	60.00
Scotchgard SC Easy Clean	18.00
Photochromic – Glass Only	\$ 12.00
Transitions® or Life Rx® – Polycarbonate or Plastic	46.67
Transitions® XTRActive – Polycarbonate or Plastic	63.90
Drivewear® – Polarized Driving Lens Activated by Transitions	104.00
Intimidator – Polarized Mirror High Performance Lens	73.95
Polarized or Coppertone® - Polycarbonate or Plastic	45.00

ADDITIONAL LENS OPTIONS (ADD TO BASE PRICE UNLESS OTHERWISE NOTED)

Full Line Bifocals and Trifocals	Included
Occupational (Double Segment) – Total Price	\$ 44.00
Quadrifocals - Add to Occupational	55.00
Computer Lens – Total Price	79.59
Colored Glass Lenses: Pink, Gray, Green	Included
Specialty Lenses (Slab-Off, Myodisc, etc.)	55.00
High / Mid Index	30.00
SRx Wrap Charge for any 8 Base frame	0.00

SHIPPING Second Day \$ 9.00 Next Business Day \$ 15.00

CALL 800.982.2828 FOR PRICING ON ANY ITEM NOT LISTED

TERMS & CONDITIONS

Per agreement

	SPEC KITS	PRICE
	3m\Scuba\MSA Spec kit	\$80.00
	Avon Spec kit	60.00
GROUP	3M FRAME STYLES	PRICE
BASE	F4000, F5000, F9800, F9900	Included
A	A2000*, Eagle*, F6000	Included
B/C	C470, C7000, CX7000, C8000, ZT100*	Included
D	650, Alpha, Beta, Gamma, D490, DX670, EC550, ZT200*	Included
D PLUS	730, DP720, DP810, DP820, DP830, Outlaw*, ⁽²⁾ Mean Street*, ⁽³⁾ Maxim Rx*, ⁽³⁾ QX Rx*	\$ 18.14
E	Maxim [®] Air Seal Rx*, Steel 100, Steel 200, Steel 300, Steel 400, Steel 500, Steel 600, Steel 700, Steel 800, ⁽²⁾ V1000*	29.02
F	Classic 1, Classic 2, Duster, Lightning, Hog, Rebel, The Hunter, TRX, Urban 3, Urban 6	29.22
G	DT-1, DT-2, DT-3, DT-4, DTX100, DTX200, TL-1, TL-2, Urban T-4, Urban T-5	49.01
H		100.80
SIDESHIELDS:	Detachable Included	Permanent, ⁽⁴⁾ BreezeCatcher [®] , ⁽⁵⁾ Perforated, ZT100 Sideshields, ⁽⁶⁾ Steelshield Included

⁽²⁾ Mean Street and V1000 are available in both a 6 base and an 8 base version in single vision and progressive only. See SRX Wrap charge on see page 1. ⁽³⁾ Gaskets only for Outlaw and Mean Street are priced in Group B/C. Replacement Rx Inserts only for Maxim Rx and QX Rx are priced in Group D. ⁽⁴⁾ BreezeCatcher sideshields are only available for the F9800, F9900, F6000, C7000 and CX7000 frames. ⁽⁵⁾ Perforated sideshields are only available for the F6000, F9800 and F9900. ⁽⁶⁾ Steelshield sideshields are available for the Rebel and TRX frames only. * Frames include integrated lateral coverage (side protection) - no additional charge for sideshields

Polycarbonate and Trivex meet the ANSI Standard as Impact Rated Protectors when inserted into an impact rated frame.

PROGRESSIVE						(CALL FOR PRICING ON ANY MODEL NOT SHOWN)					
LEVEL I	LEVEL II		LEVEL III		LEVEL III PLUS	LEVEL IV		LEVEL V			
Included	\$ 25.14		\$ 46.70		\$ 59.80	\$ 80.00		\$ 114.40			
Outlook, Amplitude	Compact, Adaptor, Image, VIP		Easy, Illumina, Natural		Comfort	SolaOne, Ultra, Ellipse		GT2, Physio			