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## ENTERPRISE WIDE AGREEMENT BETWEEN

**Forms & Supply, INC, (FSIoffice), and American Office Products Distributors, Inc., (AOPD)**

**AND**

**Battelle Energy Alliance/Idaho National Laboratory  
On Behalf of the Integrated Contractor Purchasing Team (ICPT) and the Department of Energy**

**Office Supplies**

## ENTERPRISE WIDE AGREEMENT

**No. INL-EWA-2024-04**

This Enterprise Wide Agreement (hereinafter called "EWA") between Forms & Supply, Inc, (FSIoffice), and American Office Products Distributors, Inc., (AOPD) (Vendor, hereinafter called "Seller") and Battelle Energy Alliance (Management and Operating contractor for the Idaho National Laboratory, hereinafter called "BEA") is entered into to provide Office Products to Department of Energy (DOE) Contractors and authorized subcontractors in accordance with the following:

1. The pricing methodologies for this EWA shall be in accordance with Attachment B entitled "Integrated Contractor Purchasing Team Enterprise Wide Agreement (EWA) INL-EWA-2024-04 - Attachment B," dated Rev 01-04/01/2024 (Attachment B).
2. This EWA is for DOE contractors having a prime contract with the DOE and authorized subcontractors (providing supplies are in direct support of a prime contract) collectively herein after called "Contractors."
3. General Terms and Conditions (04/2016) are included in Attachment C, and made a part herein.

The parties agree that the DOE or any entity having a prime contract with the DOE awarded pursuant to Federal Acquisition Regulations (FAR) Subpart 17.6 and Department of Energy Acquisition Regulation (DEAR) Subpart 917.6 (collectively hereinafter called "Contractor"), May place orders under this EWA and receive the appropriate, discounted price. This may also include any DOE Contractor specified lower-tier subcontractors providing supplies or services in direct support of a prime contract.

This EWA is a written agreement that contains: (1) terms and conditions applying to future subcontracts/agreements and others between the parties during its term, (2) a description of products and services to be provided and (3) methods for pricing, issuing and delivery under future subcontracts/agreements.

### ARTICLE 1 - SCOPE OF WORK

Seller shall provide Office Products, via a Business-to-Business acquisition model, on an as requested basis in accordance with the discount methodologies identified in Attachment B. The Seller agrees to furnish such quantities of products described as Contractor may order during the term of this EWA. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the EWA.

All contracts placed hereunder shall reference the number of this EWA No. INL-EWA-2024-04 and Contractor-specific release or order number as required. The base period of performance for this EWA shall commence on 05/01/2024 and expire on 04/30/2029.

BEA reserves the right, in its sole discretion, to extend the performance period by five (5), one (1)-year periods prior to the expiration of the contractual period of performance. Expiration of the EWA period shall not affect outstanding awards against this EWA. The period of performance for each option year shall be as follows:

1. Option year 1: 05/01/2029 through 04/30/2030;
2. Option year 2: 05/01/2030 through 04/30/2031;
3. Option year 3: 05/01/2031 through 04/30/2032;
4. Option year 4: 05/01/2032 through 04/30/2033; and
5. Option year 5: 05/01/2033 through 04/30/2034.

## **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.  
Delivery methods are:
  - Single Location (may include up to four (4) drop locations/warehouses for individual packages)
  - Desktop/Desk Side Delivery
- Payment Terms: Net 30 from receipt of proper invoice
- Cash Terms: No Prompt Payment Discount
- Delivery location and schedule shall be negotiated for each order under this EWA.
- Seller guarantees delivery within three (3) business days for core items and within seven (7) business days for noncore items after receipt of order, or as specified in site specific agreements.

## **ARTICLE 3 - FIXED UNIT PRICES**

The Contractor shall be entitled to purchase goods and services listed in this EWA in accordance with the pricing methodology identified in Attachment B.

The pricing methodology identified in Attachment B is firm for five (5) years subject to annual review and acceptance by the Contractor for price changes with manufacturer documentation, for the products described in Article 1, Scope of Work, unless the Contractor is otherwise notified. Additional items may be added to the EWA by mutual agreement of both parties.

Core Market Basket listings, herein after referred to as "core" shall be comprised of the top 250 line items utilized by the respective site awarding a contract against this EWA and seller warrants that the pricing for core items is not greater than that charged to Seller's most favored customer for like quantities of the same or similar materials under like conditions of sale. Seller further agrees to refund any amount paid by a Contractor which exceeds the price charged any of Seller's customers for like quantities of the same or similar materials under like conditions of sale one year from the date of the award.

## **ARTICLE 4 – ADMINISTRATIVE**

EWA Procurement Administrator's Address is as follows:

Ms. Jennifer Boyd  
Idaho National Laboratory  
PO Box 1625-1303  
Idaho Falls, ID 83145

EWA Sellers Administrator's Address is as follows:

Ms. Amy Pyles  
Forms & Supply, Inc. / American Office Products Distributors, Inc.  
6410 Orr Road  
Charlotte, NC 28213

## **ARTICLE 5 – REBATE SCHEDULE**

Seller shall provide an annual rebate for all purchases (catalog and non-catalog) under this ICPT EWA. Rebates shall be site specific and calculated on net aggregate sales for each DOE Contractor on an annual basis using May 1 through April 30 as the performance period. Rebates shall be paid in full provided to each qualifying Contractor no later than May 31 of the following performance period.

Annual Rebate structure is as follows:

- 1.00% for sales of \$1.00 - \$8,000,000 in annual volume
- 1.50% for sales of \$8,000,001 - \$10,000,000 in annual volume
- 2.00% for sales of \$10,000,001 and above in annual volume

## **ARTICLE 6 – SMALL BUSINESS RESELLER REQUIREMENTS**

For any site-specific agreements awarded under this EWA, Seller shall provide local Program Offices (or affiliates) staffed with expressly authorized employees, who are U.S. Citizens, capable of daily business decision making, commitment of company resources, invoicing and basic conflict resolution for any site location utilizing this EWA.

In accordance with the SBA, for contracts that are written to large business the Seller agrees to offer all products and services described herein to the Contractors through authorized dealers/resellers. This includes local small/small disadvantaged, woman-owned, HUB Zone, veteran-owned and service disabled veteran-owned businesses for the Contractors.

## **ARTICLE 7 – Reporting Requirements**

Seller shall report quarterly savings to the EWA administrator listed in Article 4 and to the current ICPT Chairman to include:

- Cumulative DOE Complex cost savings between list price and negotiated discount.
- Cumulative expenditures for each DOE contractor Site.
- Usage and trend analysis across the DOE complex, and or by each individual contractor site.
- Method of carrier placement across the complex, i.e. manual or electronic and the associated cost savings for placing orders electronically.
- An annual summary shall be provided with the fourth quarter reporting submittal.

As a means of validating the pricing methodology set-forth in Attachment B, Seller shall report bi-annual sales, including a breakdown of costs for each item sold with the corresponding Percentage/Profit Margin (P/PM) for the item. Reporting shall utilize January through June as the 1<sup>st</sup> baseline and July through December for the 2<sup>nd</sup> baseline and shall be reported to the individual sites within 45 days of the end of the baseline term.

Contractors utilizing this EWA shall have the right to conduct an audit of the Seller's records to validate the Seller's baseline costs, P/PM reporting and cost savings reporting.

## **ARTICLE 8 – INCORPORATED DOCUMENTS**


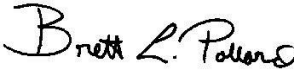
- Attachment A – ICPT Steering Council Members Listing
- Attachment B – Integrated Contractor Purchasing Team - Enterprise Wide Agreement Firm Fixed Unit Pricing Methodology INL-EWA-2024-04 - Attachment B, dated Rev 01-04/01/2024.
- Attachment C – General Terms and Conditions (04/2016)

## **ARTICLE 9 - 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 EWA 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.

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

ACKNOWLEDGED AND CONFIRMED;

<b>Forms &amp; Supply, Inc</b>	<b>Battelle Energy Alliance, LLC</b>
BY: 	BY:  Digitally signed by BRETT POLLARD (Affiliate) Date: 2024.03.29 08:41:08 -06'00'
TITLE: CEO	TITLE: Procurement Supervisor
DATE: 4/2/2024	DATE: 03/29/2024