

# BASIC ORDERING AGREEMENT BETWEEN

3M Company

**AND**

Savannah River Nuclear Solutions, LLC

## BASIC ORDERING AGREEMENT

Agreement No. SRS2010 – BOA0002

This Basic Ordering Agreement (BOA) between 3M Company, hereinafter "Seller") and Savannah River Nuclear Solutions, LLC (SRNS) on behalf of the Department of Energy (DOE) and an Integrated Contractor Purchasing Team (ICPT) is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes products and prices listed in Attachment 2.
2. This Agreement is for the Department of Energy contractors named in Attachment 3 and authorized subcontractors. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor")
3. Scope of Work for Prescription Safety Glasses 8/20/09, with exception to on site services Attachment 4.
4. SRNS General Terms and Conditions for Commercial Purchases Revision 1, dated 12/18/09 are included in Attachment 5, and made a part herein.

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

All Orders placed hereunder shall reference the number of this BOA (SRS2010 – BOA0002.) and Order Release No. [insert release no.] as required. The term of this BOA is two years from the effective date of this BOA. Effective term of Agreement January 1, 2010 through December 31, 2011. This agreement includes the option to extend the period of performance for five (5) one year periods, upon mutual agreement of both parties.

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  
U. S. Department of Energy (DOE)  
c/o Savannah River Nuclear Solutions  
731-1N Receiving  
Attn. Operations Receiving  
Aiken, SC 29808  
C002480A
- Payment Terms: Prompt payment discount or Net 30 days from receipt of a proper invoice  
Savannah River Nuclear Solutions  
Accounts Payable  
P.O. Box 6809  
Aiken, SC 29804-6809

owned businesses for the Contractors. This will assist the contractors in meeting established socio-economic goals imposed by the Department of Energy. The Seller agrees to propose a pricing strategy that would allow authorized dealers/resellers to sell to the Contractors at the ICPT agreed upon prices.

**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.

Seller's site specific pricing shall be included under Attachment 2, Pricing.

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

ACKNOWLEDGED AND CONFIRMED:

3M Company	Savannah River Nuclear Solution, LLC
BY: <i>[Signature]</i>	BY: <i>[Signature]</i>
TITLE: <i>Account SEA Mon</i>	TITLE: <i>Procurement Representative</i>
DATE: <i>12/3/2009</i>	DATE: <i>12/3/09</i>

**ATTACHMENT**

**3**

**Lawrence Livermore National Security, LLC - Lawrence Livermore National Laboratory**

Fixed Price; Document, "General Provisions for Commercial Supplies & Services," Issue "GPs #600B," 10/01/07 (8 Pages)

Can be viewed and downloaded at <http://www.supplychain.llnl.gov>

**Los Alamos National Security, LLC - Los Alamos National Laboratory**

Fixed Price; Documents, "Commercial Item – Supplies Subcontract" and "Commercial Item – Services", Issue "Rev. 6," 03/26/07 (25 and 27 Pages respectively)

Can be viewed and downloaded at <http://www.lanl.gov>

**National Security Technologies, LLC - Nevada Test Site**

Fixed Price; Document, "National Security Technologies, LLC Commercial Supply Purchase Subcontract," Issue "Commercial Exhibit C", January 28, 2008 (6 pages)

Can be viewed and downloaded at <http://www.nstec.com>

**Babcock & Wilcox Technical Services, LLC (B&W Pantex) - Pantex Plant**

Fixed Price; Document, "Terms and Conditions for Fixed-Price Commercial Items" Issue "PX-4062, 1/28/05 Index Number Issue 8" (6 Pages)

Can be viewed and downloaded at <http://www.pantex.com>

**Lockheed Martin Corporation - Sandia National Laboratories**

Fixed Price; Document, "Sandia Corporation SF 6432CI (1208) SECTION II, Standard Terms and Conditions for Commercial Items" (9 Pages)

Can be viewed and downloaded at <http://www.sandia.gov>

**Babcock & Wilcox Technical Services Y-12 LLC (B&W Y-12) - Y-12 National Security Complex**

Fixed Price; Document, "General Terms & Conditions - Commercial Items," Issue "CI – Feb 2008" (8 Pages)

Can be viewed and downloaded at <http://www.y12.doe.gov>

**ATTACHMENT**

**4**

## Scope of Work for Prescription Safety Glasses

8/20/09

### 1. General

1.1. Seller shall provide a wide selection of OSHA approved occupational prescription eyewear, related products and provide fitting and repair to the eligible personnel of the NNSA prime contractors (Sites) authorized to utilize this agreement and identified in Section B Introduction and Schedule of Items/Prices/Costs of the Solicitation and Offer.

### 2. Specific Requirements

2.1. The Seller shall provide safety glasses that meet the specifications identified in the latest revision of the American National Standards Institute (ANSI) Z87.1 "Practice for Occupational and Educational Eye and Face Protection" to the eligible personnel identified by each participating Site. All materials provided must comply with OSHA regulations and guidelines found in 29 CFR 1910.133.

2.2. Seller's representative providing either on-site or off-site service shall:

- a) Tighten, adjust, fit and/or repair existing or newly provided prescription safety glasses provided by the company. Seller shall collect damaged glasses from personnel and repair or replace at the discretion of the Seller.
- b) Provide all materials, tools, labor, and equipment and incidental items necessary to provide prescription safety glasses and services.
- c) Screen persons desiring prescription safety glasses to determine if they are eligible to receive glasses.
- d) Accept valid prescriptions for new eyeglasses (up to 2 year old) from Site's eligible personnel.
- e) Assist Site's eligible personnel in choosing contract approved lenses and frames.
- f) Complete any necessary forms as required by participating site for ordering prescription eyewear.
- g) Deliver to Site's eligible personnel new (non-special orders) and repaired prescription eyewear within the industry standard lead time of 15 days from the date the order is issued.
- h) Return glasses to manufacturer with improperly filled prescriptions or those requiring modification.
- i) Notify Site point of contact of any proposed personnel changes. No changes shall take effect until authorized by the Site point of contact.
- j) Dispense glasses with side shields and eyeglass cases.
- k) Dispense plastic and polycarbonate with scratch resistant coatings.

2.3. Seller Shall:

- a) Provide frames guaranteed for at least 12 months with replacement during the warranty period at no cost to the Site.
- b) Provide a selection of safety frames reflecting current styles shall be provided. Frame styles are subject to approval by each Site.

## Scope of Work for Prescription Safety Glasses

8/20/09

- c) Submit invoices as directed by each site. Invoices shall provide sufficient detail to allow easy verification of amounts due.
- d) Have an accounting system that will allow for employee co-payments, if applicable. Co-payment shall be the responsibility of the employee. The Site shall assume no responsibility for payment of items provided.
- e) Be responsible for all shipping and handling charges.
- f) Provide each Site a designated and alternate contact.
- g) Subject to approval by each Site, the Seller may provide personal eyewear to employees, retirees, and their family members at comparable costs. Payment shall be the responsibility of the individual. The Site shall assume no responsibility for payment of items provided.

2.4. For Sites requiring on-site service (currently applicable to Kansas City Plant, B&W Pantex, B&W Y-12, and Sandia National Lab) Seller's optician representative shall:

- a) Be professionally trained.
- b) Work closely with each Site to develop schedules for on-site services. Site and Seller shall strive to establish days and times for Seller visits that are consistent month to month.
- c) Provide each site with a set of all display frames to allow for proper fitting.
- d) Adhere to any specific on-site safety or security requirements identified by the Site.
- e) Maintain the Site's employee eligibility system if directed by the Site.
- f) Possess knowledge of the Site's optical program for prescription safety glasses and shall work independently.

2.5. For Sites requiring off-site service, Seller shall identify the process for utilization and participating local off-site locations applicable to the site (may be applicable to: Los Alamos National Lab and Nevada Test Site).

2.6. For Sites not requiring any service the Seller shall honor the product pricing of this agreement. (currently applicable to: Lawrence Livermore National Lab)

### 3. Service Records/Reporting

3.1. Seller shall record and maintain service record(s) by Site, of personnel provided prescription safety glasses or other services. These service records shall remain the property of the specific Site and be provided to the Site as requested. Service records shall include the information determined necessary by each Site such as:

- a) Employee name, department number and phone extension
- b) Itemized services and/or products provided inclusive of pricing
- c) Management approval order form

3.2. Seller shall provide to the Supply Chain Management Center (SCMC) Commodity Manager identified herein quarterly reporting specific to each site for:

**Scope of Work for Prescription Safety Glasses**  
**8/20/09**

- a) Historical Usage Reports by Site

**4. Sites Will:**

- 4.1. Provide a location for on-site services which include table, chairs, mirror, telephone, and securable/lockable storage, only applicable for sites requiring on-site services.
- 4.2. Provide advertising within the facility to make personnel aware of the dates, times, and locations to meet with Seller's representative or the telephone number to contact to obtain current scheduling information.
- 4.3. Identify site specific points of contact.

**5. Performance Metrics**

- 5.1. Commodity Manager will issue a Customer Survey at least yearly

- a) Seller shall establish an action plan to improve any customer satisfaction areas scoring less than satisfactory.