

**BASIC ORDERING AGREEMENT  
BETWEEN  
MSC INDUSTRIAL SUPPLY  
AND  
UT-BATTELLE, LLC  
On Behalf of ICPT for  
The Department of Energy**

**BASIC ORDERING AGREEMENT NO.  
ORNL-2007-1001  
Modification #1**

Modification #1 incorporates the following changes:

1. **ARTICLE 1 - SCOPE OF WORK:** The term of the Agreement is revised to extend the end date by four years, from five to nine years. As a result, the second paragraph is revised as follows:

“The effective term of the Agreement is **nine years, commencing October 1, 2007 through September 30, 2016**, with one-year options that may be bilaterally exercised in one-year increments.”

2. **ARTICLE 4 – ADMINISTRATIVE:** The Procurement Administrator and the Seller’s Administrator is revised as follows:

“Procurement Administrator for the BOA is:

**Landon Hill**  
UT-Battelle, LLC/Oak Ridge National Laboratory  
P O Box 2008  
Oak Ridge TN 37830-6339  
**865- 574-7038**  
**hilldl@ornl.gov”**

“Seller’s Administrator for the BOA is:

**Philip Lord**  
MSC Industrial Supply Co.  
1300-D Airport North Office Park  
Fort Wayne, IN 46825  
**260-445-8420**  
**lordp@mscdirect.com”**

3. **Attachment A:** The discount is revised from 15% to 20%. As a result, the first sentence of the first paragraph is revised as follows:

“Prices will be discounted **20 percent** from the commercial MSC Safety Supply Catalog prices on all items for all orders under this Agreement.”

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of the signatures below.

MSC INDUSTRIAL SUPPLY

UT-BATTELLE, LLC  
OAK RIDGE NATIONAL LABORATORY

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_  
Landon Hill

TITLE: **Peter E. Biagioli**  
**Vice President**  
**National Accounts & Government**

TITLE: Subcontract Administrator

DATE: 10/11/12

DATE: 10/15/2012

**BASIC ORDERING AGREEMENT**

**BETWEEN**

**MSC INDUSTRIAL SUPPLY**

**AND**

**UT-BATTELLE, LLC  
On Behalf of ICPT for  
The Department of Energy**

**BASIC ORDERING AGREEMENT NO.  
ORNL-2007-1001  
Through Modification #1**

This Basic Ordering Agreement (BOA) between MSC (hereinafter called Seller) and UT-Battelle, LLC/Oak Ridge National Laboratory (ORNL) on behalf of the Department of Energy/National Nuclear Security Administration (DOE/NNSA) is to provide Safety Supplies, Respirators, & Gloves (hereinafter called "Supplies") to the DOE, its Management and Operating (M&O) Contractors, Management and Integrating (M&I) Contractors, and designated affiliates in accordance with the following:

1. This Agreement is for the supply of safety products represented in the MSC Safety Supply Catalog, including personal protective equipment (PPE), respirators, and gloves, on an as-needed basis.
2. This Agreement is for DOE and NNSA Contractors and authorized subcontractors. The Agreement may also be used by other DOE/NNSA Prime Contractors (collectively herein after called "Contractor").
3. Pricing is in accordance with the MSC Safety Supply Catalog at the discounts identified in Attachment A. The Discount Schedule in Attachment A will be applied to all orders regardless of how the orders are processed (e.g. phone, fax, ARIBA, EDI, or other electronic ordering system). Contact Procurement Administrator for discount schedule.
4. General Terms and Conditions (01/2006 [Updated July 2006]) are included in Attachment C, and made a part herein.

The parties agree that Contractors may place orders under this BOA and receive the appropriate discounted prices. Each 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 the BOA (Agreement Number ORNL 2007-1001) and site specific order number as required by the specific Contractor site.

The effective term of the Agreement is **nine years, commencing October 1, 2007 through September 30, 2016**, with one-year options that may be bilaterally exercised in one-year increments.

The Seller shall provide safety supplies represented in the MSC Safety Supply Catalog, including personal protective equipment (PPE), respirators, and gloves.

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

Complete details of the value-added services that are included in the discount scheme for the supplies, can be found in Attachment B - Value-Added Services.

## **ARTICLE 2 - DELIVERY / PAYMENT**

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

- **F O B Point (point of delivery) - Destination.** Delivery location and schedule shall be negotiated for each order under the BOA.
- **PAYMENT TERMS:** Unless otherwise provided, terms of payment shall be Net 30 from the latter of (1) receipt of Seller's proper invoice, if required, or (2) delivery (and acceptance, if required by the Order) of items/completion of work.

## **ARTICLE 3 – FIXED PRICES**

The Contractor shall be entitled to purchase goods and services at the fixed prices listed in the MSC Safety Supply Catalog in accordance with the discount schedule in Attachment A. The prices in the MSC Safety Supply Catalog and discount schedule in Attachment A are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless the Contractor is otherwise notified. Pricing includes free freight with same day shipping guarantee and next day delivery for stock items to DOE/NNSA locations in the contiguous United States. All packaging permits and related handling costs shall be included in the price for the supplies.

The same fixed pricing and discount schedule, including free freight, will apply to Contractor- specific BOAs utilizing small business resellers with no additional markup.

Individual orders processed through the ICPT website (via ARIBA) will be placed directly with MSC Industrial Supply unless otherwise agreed by both parties.

DOE/NNSA will consider a revision to the established discount on an annual basis. In the event of a request to decrease the discount, the Seller shall provide a written justification for such change in sufficient detail to allow the BOA Procurement Administrator to determine the reasonableness of the request. An increase in the discount does not require any formal request and/or justification.

Seller will work with DOE/NNSA to identify high velocity items that merit additional price reductions, as enabled by additional negotiations between Seller and its manufacturing partners.

#### **ARTICLE 4 - ADMINISTRATIVE**

Procurement Administrator for the BOA is:  
Landon Hill  
UT-Battelle, LLC/Oak Ridge National Laboratory  
P O Box 2008  
Oak Ridge TN 37830-6339  
865- 574-7038  
hilldl@ornl.gov

Seller's Administrator for the BOA is:  
Philip Lord  
MSC Industrial Supply Co.  
1300-D Airport North Office Park  
Fort Wayne, IN 46825  
260-445-8420  
lordp@mscdirect.com

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

As requested by a specific Contractor site, Seller agrees to offer supplies through local small business resellers under a site-specific BOA. The discounts, without markup, incorporated into the Agreement shall be the basis for pricing under these relationships. This includes local small/small disadvantaged, woman-owned, Hub Zone, veteran-owned, and service disabled veteran-owned businesses for the Contractors.

#### **ARTICLE 5 - 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 the BOA reserves the right to incorporate its own Site-Specific Terms and 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 the signatures below.

MSC INDUSTRIAL SUPPLY

UT-BATTELLE, LLC  
OAK RIDGE NATIONAL LABORATORY

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_  
Landon Hill

TITLE: **Peter E. Biagioli**  
**Vice President**  
**National Accounts & Government**

TITLE: Subcontract Administrator

DATE: 10/11/12

DATE: 10/15/2012

**Attachment A  
ORNL 2007-1001  
Discount Schedule**

Prices will be discounted **20 percent** from the commercial MSC Safety Supply Catalog prices on all items for all orders under this Agreement. The same pricing and discount schedule, including freight, will apply to Contractor-specific BOAs utilizing small business resellers with no additional markup.

Additional discounts may be negotiated based on DOE/NNSA site specific activities and will be included in the respective DOE/NNSA site's BOA.

**Attachment B**  
**ORNL 2007-1001**  
**Value Added Service**

**Value added services**

Training seminars for ergonomics, hand tool usage, safety, and customized programs supporting individual 5S LEAN and SIX SIGMA initiatives are included. Site evaluations to provide DOE/NNSA with proactive cost savings opportunities in areas such as lighting and signage, sling and hoist inspection, and air/water/oil leak evaluations are included. The employee purchase program is available to all DOE/NNSA sites. Additional standard services include access to MSC product tech teams, monthly sales flyers, and Vendor Managed or Customer Managed Inventory Programs.

**Customer Support**

- **Primary Contact for DOE/NNSA** - The Program Manager for Government Contractors will own the total contract, with ultimate responsibility for DOE/NNSA's satisfaction, to include, but not limited to the following areas:
  - Contract Implementation and Launch
  - Service Level reporting
  - Quarterly Review Meetings
  - Ad Hoc Support of Requests from DOE/NNSA
  
- This individual, Philip Lord, has the following contact information:
  - Address: MSC Industrial Supply  
1300-D Airport North Office Park  
Fort Wayne, IN 46825
  
  - Phone: 260-445-8420
  
  - E-Mail - [lordp@mscdirect.com](mailto:lordp@mscdirect.com)

**Attachment B**

**ORNL 2007-1001  
Value Added Service  
[Continued]**

- **Secondary Contact for DOE/NNSA** - In the event that **Philip Lord** is unavailable due to unforeseen reasons, DOE/NNSA has Kathy Johnn as an alternative contact.

- Address: MSC Corporate  
75 Maxess Road  
Melville, NY 11747
- Phone: 516-812-1324
- E-Mail - [\\_johnnk@mscdirect.com](mailto:_johnnk@mscdirect.com)

- **Local Representation and Management** - DOE/NNSA's 120+ locations will be supported in their respective area by their local MSC Sales Team, per guidance from the Contract Owner. (Pricing, freight, and other contract specifics are controlled at the corporate level.) Contact information for these local offices is referenced in the url listed below.

*[http://www1.mscdirect.com/CGI/NNPAGE?PMPAGE=aboutmsc/loc\\_home.html&PMI NI=Y](http://www1.mscdirect.com/CGI/NNPAGE?PMPAGE=aboutmsc/loc_home.html&PMI NI=Y)*

- **Local Customer Service** - Order placement, requests for returns, and other routine functions can be supported through the local Branch network, or through the MSC call center network, which can be reached nationally at **800-645-7270**. Many functions, such as order entry, order tracking, reporting requests, etc., can be fulfilled online at [www.mscdirect.com](http://www.mscdirect.com).

### **Reporting Capabilities**

MSC provides National Government Contractor Account Customers with a suite of predefined activity reports, customized reporting, and online reporting tools. MSC also offers through [mscdirect.com](http://mscdirect.com) an on-line reporting tool available. Online reports can be accessed 24/7 and up to (2) years of transaction history can be downloaded and imported into spreadsheets, databases, or uploaded to procurement platforms.

MSC will provide a suite of predefined reports, including but not limited to site location spend analysis, product category spend analysis, tier 2 small business, freight, p-card, and performance reporting.

Cost savings will be provided and documented on an annual basis. MSC has developed a comprehensive cost savings documentation program that captures savings associated with managed inventory (VMI/CMI), E-Procurement, P-Card usage, Freight, Price discounts, inventory reduction, process improvement and training.

### **Attachment C**

**ORNL 2007-1001  
Terms and Conditions**

**Basic Ordering Agreement General Terms and Conditions for Commercial Items and Services – DOE Contractors (01/06), shall apply. See <http://www.llnl.gov/icpt/ts&cs.html>**

**DOE/NNSA Site Specific Terms and Conditions may also be incorporated into any subsequent Site Specific Basic Ordering Agreement.**