
BASIC ORDERING AGREEMENT BETWEEN

LCPtracker, Inc.

AND

UChicago Argonne LLC

BASIC ORDERING AGREEMENT

3I-60017

April 17, 2023

PERIOD OF PERFORMANCE

05/01/2023 through 04/30/2028

This Basic Ordering Agreement (BOA) between LCPtracker, Inc. (Vendor, hereinafter "Seller") and UChicago Argonne LLC is entered into to provide products and services to Department Of Energy (DOE) Contractors and authorized Subcontractors in accordance with the following:

1. This BOA includes products and/or services listed in Attachment A, dated 04/17/2023 entitled "Statement of Work for Davis Bacon Compliance Software"
2. This BOA is for DOE Prime Contractors (hereinafter collectively referred to as "Contractor").
3. This BOA may also be used by DOE Subcontractors with written authorization of the ICPT Chair.
4. The pricing is in accordance with Exhibit A as found within Attachment D.
5. General Terms and Conditions (04/17/2023) are included in Attachment C, and made a part herein.
6. Master Subscription Software as a Service Agreement, dated 04/17/2023, is included as Attachment D, and made a part herein.
7. Privacy Act Notification (APR 1984), ANL PD-163, dated 12/09/2019, as modified below, is included as Attachment E, and made a part herein.
 1. ANL PD-163 is modified as follows:
 - a. Second paragraph, sentence twelve(12) [*"Additionally, Contractor shall not use any data or personally identifiable information for any other purpose than satisfying its obligations under this contract; all other purposes, including cross-selling, soliciting or advertising to any individuals whose personally identifiable information is disclosed under this contract, is expressly prohibited without Argonne's express written consent."*] is deleted in its entirety.

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 BOA and shall be direct-billed accordingly. All Orders placed hereunder shall reference the number of this BOA Agreement No. 3I-60017.

ARTICLE 1 – SCOPE OF WORK

The Seller agrees to provide products and/or services as described in Attachment A that Contractor may order during the Period Of Performance (POP) of this BOA. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 – PERIOD OF PERFORMANCE (POP)

The Period Of Performance of this BOA, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this BOA, shall commence on 05/01/2023 and end on 04/30/2028.

Option to Extend Term of BOA: Contractor may extend the term of this BOA by giving written notice to Seller by the date specified as the expiration date of this BOA. The extension of the term of this BOA shall be accomplished by a bilateral written modification issued by Contractor.

The term of this BOA may be extended pursuant to this clause beyond the initial term if both parties agree. Such extension may be made from time to time or in one modification.

ARTICLE 3 – DELIVERY / PAYMENT

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

- Payment Terms: Net 30 days from receipt of an accurate invoice.
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 4 – FIXED PRICES / DISCOUNT SCHEDULE

The Contractor shall be entitled to purchase goods and/or services listed in Attachment A at the fixed prices and/or discount schedule identified in Exhibit A of Attachment D. The prices and/or discounts identified in Exhibit A of Attachment D are firm for the effective POP of this BOA, unless otherwise agreed by the Parties.

Pricing is to be consistent for all methods of payment (i.e. credit card, e-commerce, Purchase Order, etc.).

ARTICLE 5 – ADMINISTRATIVE

Contractor BOA Administrator's Address is as follows:

Court Atkinson, Procurement Specialist
UChicago Argonne, LLC
9700 South Cass Avenue
Building 201
Lemont, IL 60439
630-252-3388
atkinson@anl.gov

Seller BOA Administrator's Address is as follows:

Jeff Douglas, Sales Manager, cc General Counsel
117 E Chapman, Orange, CA 92866
LCPtracker, Inc.
714-418-5605 (Office)
253-426-2088 (Cell)
jdouglas@lcptracker.com

ARTICLE 6 – REPORTING REQUIREMENTS

The Seller shall submit a spend and savings report to the ICPT Chair for each quarter of the fiscal year. The report format and due date will be provided to the Seller near the end of each quarter. The Seller shall deliver the report by the due date requested. Savings shall be calculated and shown as a comparison between total BOA pricing paid and total Seller's most preferred supplier pricing (current list pricing).

The Seller shall attend Performance Review Meetings as requested by the ICPT or Contractor site.

ARTICLE 7 – SMALL BUSINESS RESELLER REQUIREMENTS

RESERVED.

ARTICLE 8 – SITE SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its site, 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 9 – LIST OF ATTACHMENTS

- Attachment A – Statement of Work for Davis-Bacon Compliance Software, dated 04/17/2023
- Attachment C – BOA General Terms and Conditions, dated 04/17/2023
- Attachment D – Master Subscription Software as a Service Agreement, dated 04/17/2023 (effective upon date of full execution by both parties)
- Attachment E – Privacy Act Notification (APR 1984), ANL PD-163, dated 12/09/2019, as modified

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] LCPtracker, Inc.	[CONTRACTOR] UChicago Argonne, LLC
	
BY: kris vincil	BY: Court Atkinson
TITLE: Recurring Sales Director	TITLE: Procurement Specialist
DATE: 4/21/2023	DATE: 04/17/2023