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## **BASIC ORDERING AGREEMENT BETWEEN**

Anixter Inc.

**AND**

UChicago Argonne, LLC operator of Argonne National Laboratory  
**BASIC ORDERING AGREEMENT**

BOA No. 3I-60122

### **PERIOD OF PERFORMANCE**

September 1, 2023 through September 1, 2025

This Basic Ordering Agreement (BOA) between Anixter Inc. (Vendor, hereinafter "Seller") and UChicago Argonne, LLC operator of Argonne National Laboratory 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 listed in Attachment A.
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 Attachment B.
5. General Terms and Conditions (04/2016) 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 price. Each DOE Contractor shall place its own Orders under this BOA and shall be direct-billed accordingly.

### **ARTICLE 1 – SCOPE OF WORK**

The Seller agrees to provide products as described in Attachment A that Contractor may order during the Period Of Performance (POP) of this BOA.

### **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 September 1, 2023 and end on September 1, 2025, with five potential one-year extensions per the terms below.

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 exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by Contractor.

The term of this BOA may be extended pursuant to this clause for up to five years beyond the initial term. Such extension may be made on a year-to-year basis or in one modification.

### **ARTICLE 3 – DELIVERY / PAYMENT**

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

- F.O.B. Point (point of delivery): Destination. Expedited orders shall not be F.O.B. Destination if agreed to the Parties within the Order.
- Payment Terms: Net 30 or credit card at point of sale 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 listed in Attachment A at the prices identified in Attachment B. The prices and/or discounts identified in Attachment B are firm for the effective POP of this BOA, unless otherwise agreed by the Parties.

### **ARTICLE 5 – ADMINISTRATIVE**

Contractor BOA Administrator's Address is as follows:

Sandy L. Smith  
9700 S. Cass Ave.  
Building 201  
Lemont, IL 60439  
Phone: (630) 252-0979  
E-Mail: sweso@anl.gov

Seller BOA Administrator's Address is as follows:

Stephenie Constantine  
602 E. Diamond Ave.  
Gaithersburg, MD 20877  
508-870-5150  
Stephenie.Constantine@wescodist.com

All Orders placed hereunder shall reference this BOA No. 3I-60122.

### **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 as the list price minus the price the Seller billed price.

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

### **ARTICLE 7 – SMALL BUSINESS RESELLER REQUIREMENTS**

Seller agrees to offer all products described herein to the Contractors through authorized resellers at the prices and/or discounts in Attachment B.

This includes local small/small disadvantaged, woman-owned, HUB Zone, veteran-owned and service-disabled veteran-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 resellers to sell to the Contractors at the ICPT agreed upon prices and/or discounts in Attachment B.

### **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 – Products and/or Services

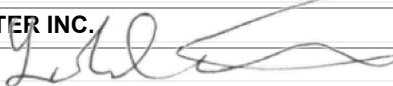
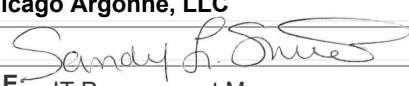
Attachment B – Pricing

Attachment C – General Terms and Conditions

Attachment D – [RESERVED]

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of UChicago Argonne, LLC's signature date.

ACKNOWLEDGED AND CONFIRMED;

<b>ANIXTER INC.</b>	<b>UChicago Argonne, LLC</b>
<b>BY:</b> 	<b>BY:</b> 
<b>TITLE:</b> VP, Federal and SLED Segments	<b>TITLE:</b> IT Procurement Manager
<b>DATE:</b> August 28, 2023	<b>DATE:</b> August 29, 2023

# ICPT Contract No. 3I-60122

## Attachment A - Products

# Federal Solutions

### Expertise to Support Your Federal Needs

The U.S. federal government has a unique set of needs and challenges when it comes to procuring products for projects and day-to-day maintenance. Wesco's dedicated federal team assists the Department of Defense, civilian agencies, prime contractors and minority/disadvantaged small businesses in implementing technology solutions by combining sales, services, contracts, logistics and products from leading manufacturers. Our expertise and insights help you to work smarter while we focus on understanding the needs of the federal market.



### Comprehensive Solutions

- Network infrastructure
- Electrical infrastructure
- Physical security
- Professional A/V
- Wireless technologies
- Energy solutions
- Internet of Things (IoT)
- Safety

### Contract Vehicles

GSA Schedules are a fast, easy and effective contract vehicle for both customers and vendors with access to products and services at volume discount pricing. Wesco currently holds multiple GSA MAS contracts.

### Preferred Supplier Partners



For more information on federal solutions contact your local Wesco account manager.



**Ingenuity delivered.**

**Wesco.com**

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## Solutions Offerings:

### Network Infrastructure

- Copper cabling
- Optical fiber cabling
- Racks and enclosures
- Cable management and pathways
- Network switches and transceivers
- Power over Ethernet (PoE) midspans and injectors
- Uninterruptible power supply (UPS)
- Rack power distribution units (PDUs)
- Building entrance protection
- Grounding and bonding

### Electrical Infrastructure

- Switch gear
- Medium voltage cable and terminations
- Low voltage cable and terminations

### Physical Security

- Video surveillance
- Access control
- Intrusion protection
- Fire and life safety
- Door locking hardware
- Biometrics
- Digital and network video recorders (DVR, NVR) and storage
- Emergency call stations
- Intercoms, sound and paging
- Pedestals and kiosks
- Video displays

### Professional A/V

- Audio
- Video
- Digital signage
- Unified communications and collaboration
- Mass notification
- Command and control
- Automation
- Sound reinforcement

### Wireless Technologies

- Wi-Fi
- Point-to-point
- Point-to-Multi-Point
- Distributed Antenna Systems (DAS)

### Energy Solutions

- Lighting
- Electric vehicle (EV) charging
- Solar

### IoT/IIoT Solutions

- Utility Grade Infrastructure (UTG)
- Building automation and control
- Sensors and monitoring
- Servers and gateways
- SaaS
- Analytics

### Safety

- Eye protection
- Hand protection
- High-visibility clothing
- Ergonomics
- First aid
- Bleeding control/trauma kits
- Plastic dividers
- Janitorial
- Matting
- Fire safety
- Signage
- Tools and equipment

For more information on federal solutions contact your local Wesco account manager.



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**ICPT BOA NO. 3I-60122**  
**ATTACHMENT C**  
**BASIC ORDERING AGREEMENT**  
**GENERAL TERMS AND CONDITIONS**  
**FOR COMMERCIAL ITEMS AND SERVICES**  
**DOE CONTRACTORS (04/2016)**

## **1. DEFINITIONS**

The following terms shall have the meanings below:

- a. "Government" means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- b. "Seller" means the person or organization that has entered into this Basic Ordering Agreement (BOA).
- c. "Company" means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d. "Item" means "*commercial items or services*" and "*commercial component*", as defined in FAR 52.202-1.
- e. "Order" means individual requests for Items or Services (hereinafter referred to as "Item") issued under this Basic Ordering Agreement (BOA).
- f. "Authorized Subcontractor" means a Subcontractor holding an active Subcontract issued by a DOE Contractor.
- g. "BOA Procurement Representative" means the person responsible for negotiating and administrating the BOA.
- h. "Order Procurement Representative" means the person responsible for negotiating and administration of the respective Order.
- i. "Site Specific Terms and Conditions" means those unique requirements of the Company issuing Orders under this BOA which will supplement these general Terms and Conditions.

## **2. ORDER OF PRECEDENCE**

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) item description, (2) Site Specific Order, (3) Site Specific Terms and Conditions, (4) the BOA, and (5) the BOA general Terms and Conditions.

## **3. TITLE AND ADMINISTRATION**

All property rights and interests resulting from this BOA and Orders shall pass directly from Seller to the Government. Company shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its' own assets. The Company may assign the BOA and Orders to DOE or its' designee, and in case of such transfer and notice thereof to Seller, the Company shall have no further responsibilities hereunder.

## **4. ACCEPTANCE OF TERMS AND CONDITIONS**

Seller, by signing the BOA or Orders or delivering the items identified therein, agrees to comply with all the Terms and Conditions, all specifications, and all other documents that this BOA or Order incorporates by reference or attachment. Company hereby objects to any Terms and Conditions contained in any acknowledgment of the BOA or Order that are different from or in addition to those mentioned in this document. Failure of Company to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor the right of Company to enforce each and every provision. All rights and obligations shall survive final acceptance of performance of the BOA or any Order there under.

## **5. WARRANTY**

Seller expressly warrants that items delivered under the Orders shall be in accordance with Seller's affirmation, description, sample or model, and compliant with all requirements of the BOA and Order. The warranty shall begin upon Company acceptance and extend for a period of:

- (1) the manufacturer's warranty period or six months, whichever is longer, if Seller is not the manufacturer and has not modified the item or
- (2) one year or the manufacturer's warranty period, whichever is longer, if Seller is the manufacturer, of the item or has modified

it.

If any nonconformity or latent defect with the item appears within the warranty period, Seller shall promptly repair or replace said items or re-perform services. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at Seller's expense. If repair or replacement or re-performance of services is not timely, Company may elect to return the nonconforming items or repair or replace said item or re-procure the services at Seller's expense.

## **6. ASSIGNMENT**

Seller shall not assign rights or obligations to third parties without the prior written consent of Company. However, Seller may assign rights to payment, meaning financial compensation to a financing institution if Company is furnished written notice and a signed copy of said assignment at the time of or before request for payment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of Company against Seller.

## **7. NEW MATERIALS**

Unless otherwise specified in the BOA or Order, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not include the use of recycled or recovered material as defined by the Environmental Protection Agency in 40 CFR 247.

## **8. TRANSPORTATION**

Transportation shall be "FOB Destination" unless specified otherwise in the Order and no insurance cost shall be allowed unless authorized in writing on the specific Order. The bill of lading shall indicate that the transportation is for the Government and is subject to the standard Government bill of lading terms and any special rates or charges.

## **9. RISK OF LOSS**

Where Company is liable to Seller for loss of conforming items occurring after the risk of loss has passed to Company, Company shall pay Seller the lesser of:

- (1) the agreed price of such items, or
- (2) Seller's cost of replacing such items, including any applicable mark-up.

Such loss shall entitle Seller to an equitable extension in delivery schedule obligations.

## **10. PAYMENT**

Unless otherwise provided, terms of payment shall be Net 30 days 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.

Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer (EFT), at the option of Company. Payment shall be deemed made effective as of the date of mailing or the date on which an EFT is made. Notwithstanding anything to the contrary stated herein, the Company shall be entitled at any and all times to set off against any amounts payable by the Company hereunder any amount owing from Seller to the Company under Orders or any subcontracts with Seller.

## **11. DATA REPORTING REQUIREMENTS**

Seller shall report quarterly spend and savings achieved by the use of the resulting ICPT Agreement. Savings shall be determined by calculating the difference between the minimum discount of 20% and any additional discount extended beyond that discount because of individual Market Basket and or Registered Pricing achieved at a particular site.

The Seller has been provided with the current ICPT Spend and Savings Report template and agrees to provide the information on a quarterly basis as required. The First Quarter covers October 1 through December 31, the Second Quarter covers January 1 through March 31, the Third Quarter covers April 1 through June 30, and the Fourth Quarter covers July 1 through September 30:of each year. The Seller agrees that they will be responsible for the reporting on both the spend and savings and not any small business resellers that might be utilized by sites.

## 12. COMPLIANCE WITH LAWS

- a. Seller shall comply with all applicable Federal, State, and local laws and ordinances and all pertinent Orders, DOE Directives, rules, and regulations (including DOE regulations on the face of an Order) and such compliance shall be a material requirement of this BOA and resulting Orders. Seller warrants that each chemical substance constituting or contained in items furnished under this BOA is on the list of substances published by the Administrator of the Environmental Protection Agency (EPA) pursuant to the Emergency Preparedness and Community Right-to-Know Act (EPCRA) and Toxic Substances Control Act (TSCA) as amended. With each delivery, Seller shall provide Company any applicable Material Safety Data Sheet (MSDS) as required by the Occupational Safety and Health Act (OSHA) and applicable regulations including, without exception, 29 CFR 1910.1200.
- b. Seller shall include this Article in all Subcontracts, at any tier, involving the performance of this BOA.

## 13. TERMINATION FOR CAUSE

- a. Only the Company issuing the BOA may terminate the BOA for cause, in whole or in part, if the Seller fails to comply with any of the terms of the BOA, or fails to provide adequate assurance of future performance. Only the Company issuing any Order may terminate the Order for cause, in whole or in part, if Seller fails to comply with any of the terms of the Order or fails to provide adequate assurance of future performance. In either event, the Company shall not be liable for any amount for items not accepted.
- b. If the BOA or any Order is terminated for cause, the Company may require Seller to deliver to the Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the BOA or Order. The Company shall pay the mutually agreed-upon price for completed items delivered and accepted. The Company and Seller shall mutually agree on the amount of payment for all other deliverables.
- c. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Sellers' reasonable control and without its fault or negligence.
- d. The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

## 14. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

## 15. TAXES

Tax collection and payment is specific to the Company issuing an order under this BOA; therefore, Seller should refer to the Site Specific Terms and Conditions for each order. In the event no Site Specific Terms & Conditions regarding taxes are contained in an order, the order prices shall include all Federal, State & local taxes and duties when applicable.

## 16. CHANGES

- a. The Company issuing the BOA reserves the right to make changes within the general scope of the BOA by a bilateral modification to the BOA. The Company issuing the Order reserves the right to make changes within the general scope of the Order by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the BOA or any Order shall be made by the parties in a bilateral modification. Any claim for adjustment by Seller must be made within thirty (30) days from the date of receipt of the change notice, although Company in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.
- b. Only the BOA Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the BOA. Only the Order Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the respective Order. If Seller considers that any direction or instruction by Company personnel constitutes such a change Seller shall not rely upon such instruction or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.
- c. Nothing in this Article, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

## 17. TERMINATION FOR CONVENIENCE

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination, except for non-cancelable, non-returnable products if agreed upon in the Order by the parties. The Company issuing the Order may, in its sole discretion, terminate the Order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company.

Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits



thereon, except for non-cancelable, non-returnable products, if agreed upon in the Order by the parties. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company, plus the price of any non-cancelable, non-returnable products, if agreed upon in the Order by the parties.








## 18. SUSPENSION

The Company issuing the BOA may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the BOA for an indefinite period of time. The Company issuing the Order may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the Order. If any such suspension significantly delays the progress of or causes the Seller additional direct expenses in the performance of the BOA or any Order, not due to the fault or negligence of the Seller, the compensation to the Seller shall be adjusted by a modification to the BOA or any Order and the time of performance shall be extended by the actual duration of the suspension. Any claim by the Seller for compensation of a schedule extension must be supported by an appropriate document asserted within ten (10) days from the date an order is given to the Seller to resume the performance of the BOA or any Order.

## 19. INCORPORATION BY REFERENCE

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

-  FAR 52. 219-8 Utilization of Small Business Concerns (OCT 2018)
-  FAR 52.222-26 Equal Opportunity (SEP 2016)
-  FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Oct 2015), and
-  FAR 52.222-36 Affirmative Action for Workers with Disabilities (Jul 2014)
-  FAR 52.227-3 Patent Indemnity (APR 1984)
-  FAR 52.227-9 Refund of Royalties (APR 1984)
-  FAR 52.222-21 Prohibition of Segregated Facilities (APR 2015)