

## **BASIC ORDERING AGREEMENT BETWEEN**

Thomas Scientific, LLC

**AND**

Battelle Memorial Institute, Pacific Northwest Division, Management & Operating Contractor of the  
U.S. Department of Energy's Pacific Northwest National Laboratory (PNNL)  
On Behalf of ICPT for the Department of Energy

## **BASIC ORDERING AGREEMENT**

No. PNNL-ICPT-BOA-2024-036

April 14, 2025

### **PERIOD OF PERFORMANCE**

April 14, 2025 – April 13, 2030

This Basic Ordering Agreement (BOA) between Thomas Scientific, LLC (Vendor, hereinafter "Seller") and Battelle Memorial Institute, Pacific Northwest Division (hereinafter referred to as "Contractor") 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.
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 A.
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 and/or services 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 April 14, 2025, and end on April 13, 2030.

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 two years beyond the initial term. 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:

- 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 outside of the contiguous United States and any expedited or special shipping or handling.
- Payment Terms: Net 30 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 Attachment A. The prices and/or discounts identified in Attachment A 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:

Ms. Angela Welke  
Pacific Northwest National Laboratory  
P.O. Box 999 MS J1-24  
Richland, WA 99352  
509/375-2840

Seller BOA Administrator's Address is as follows:

Andrea Todd  
Thomas Scientific, LLC  
P.O. Box 99  
Swedesboro, NJ 08085  
609/710-5764  
[contracts@thomassci.com](mailto:contracts@thomassci.com)

All Orders placed hereunder shall reference this BOA No. PNNL-ICPT-BOA-2024-036.

### 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 using the BOA price paid under list price at time of order. Contractor shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. Contractor shall provide the seller written notification of an audit twenty-one (21) business days prior to the audit, and the audit shall be conducted between 8:00am and 5:00pm, Monday through Friday.

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 – Master Discount Schedule
- Attachment B – Representations and Certifications
- Attachment C – General Terms and Conditions

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

ACKNOWLEDGED AND CONFIRMED;

<div>THOMAS SCIENTIFIC, LLC</div> <div></div>	<div>CONTRACTOR</div> <div><div>Digitally signed by Angela Welke Date: 2025.04.11 11:48:52 -07'00'</div></div>
BY: James Morrel	BY: Angela N.S. Welke
TITLE: Senior Vice-President LPD, N.A.	TITLE: Senior Contracting Professional
DATE: 4/14/2025   9:50 AM PDT	DATE: April 11, 2025