

# BASIC ORDERING AGREEMENT BETWEEN

Ergogenesis Workplace Solutions, 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-2024-028

August 6, 2024

## PERIOD OF PERFORMANCE

August 6, 2024 – August 5, 2029

This Basic Ordering Agreement (BOA) between Ergogenesis Workplace Solutions, 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 August 6, 2024, and end on August 5, 2029. The performance period of this BOA may be extended by two (1) year periods prior to the expiration of the original period of performance.

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
- 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  
[angela.welke@pnnl.gov](mailto:angela.welke@pnnl.gov)

Seller BOA Administrator's Address is as follows:

Mr. David Ferrell  
1 Bodybilt Place  
Navasota, TX 77868  
936/870-2691  
[dferrell@ergogenesis.com](mailto:dferrell@ergogenesis.com)

All Orders placed hereunder shall reference this BOA No. PNNL-ICPT-BOA-2024-28

### **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 two ways. First savings shall be calculated using price paid under GSA pricing, if no GSA pricing is available savings shall be calculated using price paid under previous price paid. Contractor shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. PNNL shall provide the seller written notice of an audit twenty-one (21) business days prior to the audit, and the audit shall be conducted between 8 A.M. and 5 P.M., 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 – not applicable as Seller is a small business.

### **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**

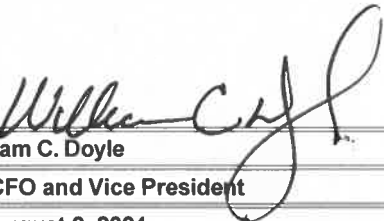

Attachment A – Pricing Form

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;

<b>ERGOGENESIS WORKPLACE SOLUTIONS, LLC</b>	<b>CONTRACTOR</b>
<b>Signed:</b> 	<b>Signed:</b>  Digitally signed by Angela Welke Date: 2024.08.02 09:53:01 -07'00'
<b>BY: William C. Doyle</b>	<b>BY: Angela N.S. Welke</b>
<b>TITLE: CFO and Vice President</b>	<b>TITLE: Senior Contracting Professional</b>
<b>DATE: August 2, 2024</b>	<b>DATE: August 2, 2024</b>