

# **BASIC ORDERING AGREEMENT BETWEEN**

**HOLMAN'S INC.**

**AND**

**LAWRENCE LIVERMORE NATIONAL SECURITY, LLC**

## **BASIC ORDERING AGREEMENT**

**LLNL BOA 2008-001**

This Basic Ordering Agreement (BOA) between Holman's Inc. (hereinafter "Seller") and Lawrence Livermore National Security, LLC (hereinafter "LLNS") is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement is written to supply Apple computer hardware, computer peripherals and related services as further described in Attachment A.
2. This Agreement is for the Department of Energy contractors named in Attachment B and authorized subcontractors. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
3. The pricing is in accordance with Attachment A.
4. General Terms and Conditions (01/2006) 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 price. Each DOE 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 this BOA (Agreement No.). The term of this BOA is five years from the effective date of this BOA.

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

### **ARTICLE 2 - 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: Prompt payment discount or Net 30 days from receipt of a proper invoice
- Delivery location and schedule shall be negotiated for each order under this BOA.

### **ARTICLE 3 - FIXED PRICES**

The Contractor shall be entitled to purchase goods and services referenced herein at the fixed discounts and prices identified in Attachment A. The discounts and prices identified 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. The Seller reserves the right to change any discount or price reflected in Attachment A provided that written or electronic notification is provided to the Contractor 30 days in advance of such change.

The Seller shall pass on to the Contractor any promotional pricing or volume discounts offered by Apple that leads to lower net prices than those obtained by applying the fixed discounts referenced in Attachment A.

## ARTICLE 4 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:

James Swanson  
(925) 423-4535  
Lawrence Livermore National Security, LLC  
7000 East Avenue, L-650  
Livermore, CA 94551

BOA Sellers Administrator's Address is as follows:

John Santoru  
(505) 343-3515  
Holman's Inc.  
6201 Jefferson St. NE  
Albuquerque, NM 87109

## ARTICLE 5 - SMALL BUSINESS RESELLER REQUIREMENTS

For those Agreements that are written to large business, the Seller agrees to offer all products and services described herein to the Contractors through authorized dealers/resellers.

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 dealers/resellers to sell to the Contractors at the ICPT agreed upon prices.

## ARTICLE 6 - 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 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.

Seller's site specific pricing shall be included under Attachment A, Pricing.

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

ACKNOWLEDGED AND CONFIRMED:

HOLMAN'S INC.

6201 Jefferson St. NE.  
Albuquerque, NM. 87109

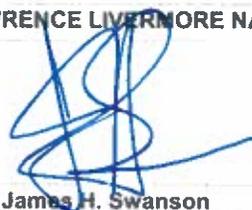
A. T. Trujillo

BY: A. T. Trujillo

TITLE: President & Gen. mgr

DATE: 3/27/08

LAWRENCE LIVERMORE NATIONAL SECURITY, LLC



BY: James H. Swanson

TITLE: Contract Administrator

DATE:

3/27/08