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## BASIC ORDERING AGREEMENT BETWEEN

[Seller]

AND

[Contractor]

## BASIC ORDERING AGREEMENT

[Agreement No.]

This Basic Ordering Agreement (BOA) between [Vendor] (Vendor, hereinafter "Seller") and [Contractor] is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes products listed in Attachment A.
2. This BOA is for the Department of Energy Contractors having a prime contract with the DOE. A current list is available at <https://icpt.llnl.gov/>, Contacts- ICPT Council Member & Constituent List and authorized subcontractors (providing supplies are in direct support of a prime contract) collectively herein after called "Contractors".
3. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
4. The pricing is in accordance with Attachment C.
5. General Terms and Conditions (03/2012) are included in Attachment D, 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.) and Order Release No. [insert release no.] as required. The term of this BOA is five years from the effective date of this BOA. Effective term of Agreement [Insert date], through [Insert date].

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 listed in Attachment A at the fixed prices identified in Attachment C. The prices identified in Attachment C 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 price reflected in Attachment C provided that written or electronic notification is provided to the Contractor 30 days in advance of such change.

### ARTICLE 4 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:  
[Insert Administrator's Address]

BOA Sellers Administrator's Address is as follows:  
[Insert Administrator's Address]

**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 C, Pricing.

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>[SELLER]</b>	<b>[CONTRACTOR]</b>
<b>BY:</b>	<b>BY:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>DATE:</b>