
BASIC ORDERING AGREEMENT**National Jewish Health****AND****Washington River Protection Solutions****BASIC ORDERING AGREEMENT****NJH BOA 54885**

This Basic Ordering Agreement (BOA) between National Jewish Health (hereinafter "Seller") and Washington River Protection Solutions on behalf of the Integrated Contractor Purchasing Team (ICPT) and the Department of Energy (DOE) is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes the Scope of Work, and DOE Specification in Attachments A and B respectively.
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.

All Orders placed hereunder shall reference the number of this BOA (NJH BOA 54885) and Order Release No. as required. The term of this BOA is five years from the effective date of this BOA. Effective term of Agreement is date of award, through June 30, 2017 with two (2) one (1) year options.

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.

The Seller acknowledges that the Site Specific Procurement Representative may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Site Specific Procurement Representative 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 I - SCOPE OF WORK

The Seller shall perform the work described in Attachment A, – “Statement of Work for Beryllium Lymphocyte Proliferation Test (BeLPT), June 10, 2014, Rev. 0.” and Attachment B “Specification, entitled “DOE Specification – Beryllium Lymphocyte Proliferation Testing (BeLPT), DOE-SPEC – 1142-2001 dated April 2001”.

ARTICLE II - TYPE OF BASIC ORDERING AGREEMENT

1. TYPE AGREEMENT

- A. This is an Fixed-Unit Price, Indefinite Quantity, Indefinite Delivery, Basic Ordering Agreement as specified in the Price Schedule, Attachment II, and effective for the period stated, in Article III. The quantities for the services specified in the Price Schedule are estimates only and are not purchased by this Agreement. Unit prices included in the Price Schedule shall be firm for the duration of the Agreement. The option periods will be in accordance with the pricing noted on the Price Schedule.
- B. Delivery or performance shall be made only by orders issued in accordance with the Ordering clause. The Seller shall furnish, when and if ordered, the services specified in the Scope of Work and Specification and in the Price Schedule.
- C. Except for any site-specific limitations, there is no limit on the number of orders that may be issued. The Buyer may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- D. Any order issued during the effective period of this Agreement and not completed within that period shall be completed by the Seller within the time specified in the order. The Agreement shall govern the Buyer’s and the Seller’s rights and obligations with respect to that order to the same extent as if the order were completed during the Agreement’s effective period.
- E. All efforts to be performed by the Seller will be in accordance with the Scope of Work /Specification and the provisions of this Agreement. Any subsequent changes affecting the Scope of Work /Specification and provisions will be issued by the Buyer’s Procurement Representative as a Change Notice to the Agreement.

2. ORDERING

- A. Any services to be furnished under this Agreement shall be ordered in accordance with the provisions of the site specific implementing subcontract.

ARTICLE III - PERIOD OF PERFORMANCE

The Agreement period of performance shall be from the date of award for a base period of 3 years (Fiscal Years 2015, 2016, and 2017) ending on June 30, 2017.

ARTICLE IV - OPTION TO EXTEND PERIOD OF PERFORMANCE

The Buyer reserves the unilateral option to extend the Agreement period of performance of any services provided by the Seller, within the limits and at the rates specified in the Agreement. This option provision will be exercised in two (1) one-year increments. Option periods are in accordance with Attachment C – Price Schedule.

Base Period – Date of award through June 30, 2017

Option Year 1 – July 1, 2017 through June 30, 2018

Option Year 2 – July 1, 2018 through June 30, 2019

ARTICLE V - TECHNICAL REPRESENTATIVE (TR)

- A. Technical direction for performance of the work under the Agreement shall be given by the Technical Representative in accordance with this article. Each individual site will designate a Technical Representative.
- B. The term “Technical Direction” is defined to include without limitation:
 - 1. Direction to the Seller which redirects the Agreement effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the scope of work.
 - 2. Provision of written information to the Seller that assists in the interpretation of drawings, specifications, or technical portions of the scope of work.
 - 3. Review and, where required by the Agreement, approval of technical reports, drawings, specifications, and technical information to be delivered to Buyer under the Agreement.
- C. Technical direction must be within the scope of work stated in the Agreement. The TR does not have the authority to, and may not, issue any technical direction which:
 - 1. Constitutes an assignment of additional work outside the scope of work;
 - 2. Constitutes a change as defined in the Terms and Conditions article entitled “Changes”;
 - 3. In any manner causes an increase or decrease in the Agreement fixed unit prices;
 - 4. Changes any of the expressed terms, conditions or specifications of the Agreement; or
 - 5. Interferes with the Subcontractor’s right to perform the terms and conditions of the Agreement.
- D. All technical directions shall be issued in writing by the TR.

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- E. The Seller shall proceed promptly with the performance of technical directions duly issued by the TR in the manner prescribed by this article and within their authority under the provisions of this article.
- F. If, in the opinion of the Seller, any instruction or direction by the TR falls within one of the categories defined in C.1 through 5 above, the Seller shall not proceed but shall notify the Procurement Representative in writing within five (5) working days after receipt of any such instruction or direction.
- G. Upon Buyer Procurement Representative's receipt of the notification from Seller under Paragraph F above, the Procurement Representative shall:
1. Advise the Seller in writing within ten (10) days after receipt of the Seller's letter that the technical direction is within the scope of the Agreement effort and does not constitute a change under the Terms and Conditions Article 15 entitled, "Changes"; or
 2. Inform the Seller in writing within ten (10) days after receipt of the Seller's letter not to perform under the direction and to cancel the direction; or
 3. Advise the Seller within a reasonable time that the Buyer will issue a written change notice.

ARTICLE VI – BUYER'S PROCUREMENT REPRESENTATIVE

- A. The Buyer will designate a Procurement Representative who will be responsible for administering the terms and conditions of this Agreement and who shall act as the Buyer's authorized representative. The only person authorized to direct the Seller to deviate from the express, written terms of this Agreement is the authorized Buyer's Procurement Representative.
- B. Each Site will also designate a Site Procurement Representative who shall be responsible for administering the terms and conditions of the site-specific implementing subcontract

ARTICLE VII - KEY PERSONNEL

The Seller shall provide the key personnel identified below in accordance with this article. These personnel are considered to be essential to the work being performed under the Agreement. Prior to diverting any of the specified individuals to other programs, the Seller shall notify the Procurement Representative reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Subcontractor, provided that the DOE Contractor may ratify in writing such diversion and such ratification shall constitute the consent of the DOE Contractor required by this article. The Agreement may be amended from time to time, or an administrative letter may be issued, to either add or delete personnel, as appropriate.

A. Technical Key Personnel

Name(s)	Title
Dr. Lisa Maier	Chief of the Division of Environmental and Occupational Health Sciences
Dr. Vijaya Knight	Immunology Laboratory Director

ARTICLE VIII - CORRESPONDENCE PROCEDURES

- A. Technical correspondence related to this Agreement (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements of the Agreement) shall be addressed to the TR with an information copy of the basic correspondence to the Procurement Representative. Each Buyer will have Site Specific information identified in their Implementing Agreements.
- B. All other correspondence related to this Agreement shall be addressed to the Buyer's Procurement Representative.

ARTICLE IX - GENERAL TERMS AND CONDITIONS

- A. The Basic Ordering Agreement General Terms And Conditions for Commercial Items DOE Contractors, Site Specific Instructions - ICPT, Revision 06/12, are incorporated by reference (see Attachment D).

Copies of these provisions are available upon request from the Procurement Representative. The Offeror may obtain a copy of the General Terms and Conditions by downloading from the Internet as follows: https://icpt.llnl.gov/t_and_c.html

ARTICLE X - INVOICING AND COST ACCRUAL REPORTING

1. The Seller shall submit invoices and accrual reports in accordance with specific requirements of the Implementing Subcontract. The following are minimum requirements: Implementing Subcontract Number; Release Number; Line Item; Quantity with Price; Extended price; Turnaround time met or not met; and Sample No.

If the Seller cannot state that the technical data results are "in accordance with the Scope of Work/Specification" then the Seller must identify the items on the invoice that do not meet the above criteria and provide the proper credit (penalty percentage) as identified in Article XIV.

2. Payment terms of NET thirty (30) days from receipt of correct invoice by the Buyer's site specific Accounts Payable Office shall apply to this Agreement.
3. Invoices that contain other than elements listed in the Price Schedule and/or are not in accordance with the required format will be returned - unpaid. Data deliverables that contain typographical errors and illogical data entry items are not acceptable. These errors prolong the data review process and final acceptance of the data, which delays payment of any invoice.

ARTICLE XI - LIMITATIONS ON SUBCONTRACTING

The Agreement is laboratory facility-specific, not transferable or assignable to any other branch or affiliate of the laboratory or its parent company. The Seller is not allowed, under the terms of this Agreement, to move, transfer, or assign any part of the work to any other laboratory facility without the explicit written permission of the Procurement Representative.

ARTICLE XII – CONSIDERATION FOR NON-PERFORMANCE

1. In the event Buyer or DOE are assessed a fine or penalty by a regulatory agency, which fine or penalty results from the untimely or unsatisfactory performance by Seller, Buyer reserves the right to seek payment of said fine or penalty from Seller through offset or affirmative collection efforts.
2. Standard Turnaround
Unless otherwise specified in Implementing Subcontracts, Buyer may assess penalties at the rate of 2% per day for each day Seller fails to meet Contractor's standard turnaround time of 30 days, up to a maximum of fifty percent (50%) of the applicable unit price.
3. Lab Suspension
Should the Seller's performance as indicated in the application not meet expectations as detailed, the Buyer may place the Seller in suspension from further orders until the non-conforming items are corrected. Suspensions may be site specific or DOE complex wide depending on the severity of the occurrence. Current projects may initially remain with the laboratory, but are subject to suspension if the situation warrants such action. Suspension action may result from, but not be limited to, fraud, major QA program deficiencies, non-conformance to timeliness (greater than 30 days exceeding turnaround times), significant loss of key personnel, significant loss of facilities or instrumentation, significant quality-related indicators or significant non-conforming contractual elements in data packages. Suspension will be initiated by letter by the Procurement Representative, stating the non-conformances. The laboratory must reply in the form of a corrective action plan. The reinstatement will be by letter from the Procurement Administrator after satisfactory corrective action has been verified.

ARTICLE XIII – REPORTING REQUIREMENTS

1. The Seller must provide reports in accordance with the SOW, Attachment 1. The Seller shall provide Data Reports in accordance with paragraph 3.0 – Work Requirements as required. The Seller shall make modifications, changes or improvements to the Data Report format as requested by the TR. Such modifications, changes or improvements shall be considered technical direction within the scope of work and the Seller shall not be entitled to an adjustment in pricing. Per discussions with the site-specific locations, *major* changes may incur an additional charge.
2. The Seller must provide monthly accrual reports and invoices as required in the implementation agreement (see Article X).

3. Implementing subcontracts may incorporate the requirement for Small, Small Disadvantaged and Women Owned Small Disadvantaged Business Subcontracting Plans, as specified by FAR 52.219-9, and the associated reporting of Standard Form 294.
4. The Buyer reserves the right to make administrative changes to the above reporting requirements as deemed necessary by the Buyer. Seller shall make said changes without an adjustment in Agreement pricing or timing.
5. The Seller shall report results within 30 calendar days of issuance to Procurement Administrator (or designee) on all audits performed by the EPA and all other regulatory agencies on/within vendor(s) laboratory (ies);

ARTICLE XIV – INSPECTIONS AND FACILITY VISITS

The Buyer reserves the right to visit the Seller's facility at any time, any place. Further, the Buyer shall have the right, but not the obligation, to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Seller or its Subcontractors which are applicable to the performance of this Agreement; to inspect transportation vehicles or vessels, containers or other facilities provided by SUBCONTRACTOR; and to inspect the handling, loading, transportation, storage or other operations conducted by Seller in the performance of this Agreement. Such inspections or lack of inspections shall not operate to relieve Seller of its responsibility or liability under this Agreement.

ARTICLE XV – RECORDS STORAGE

The laboratory shall maintain all records of data and other technical information in environmentally secure controlled access storage which shall prevent unauthorized access or environmental damage from extremely adverse weather (tornado, hurricane, flooding, etc.) or geological catastrophe (earthquakes, etc.) or fire.

The laboratory shall maintain a legible copy of all analytical deliverables and associated documentation and records for a minimum period of five years after transmittal to the Buyer. After this period, records may be disposed of with the following provision:

- A minimum of 60 days prior to the date the laboratory intends to dispose of any analytical deliverables, documentation, and other records associated with this specification, the laboratory shall notify the Buyer TR in writing.
- The Buyer retains the right to require physical reproduction of any document and records generated through the performance of this specification by the laboratory.

ARTICLE XVI – SERVICE CONTRACT ACT WAGE DETERMINATION

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA). In accordance with the SCA, the SUBCONTRACTOR shall pay service employees, employed in the performance of

this Subcontract, no less than the minimum wage and furnish fringe benefits in accordance with the incorporated Wage Determination 05-2081 Revision 14 (refer to Attachment E).

During the term of this Subcontract, ICPT may unilaterally modify this Subcontract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the specified minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the provisions of this Subcontract.

ARTICLE XVII - INDEPENDENT CONTRACTOR

Seller is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Seller nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Buyer.

ARTICLE XVIII - ATTACHMENTS

The following attachments are incorporated into and made part of the Basic Ordering Agreement:

Attachment A – Statement of Work for Beryllium Lymphocyte Proliferation Test, Revision 0 dated June 10, 2014

Attachment B - DOE Specification – Beryllium Lymphocyte Proliferation Testing (BeLPT), DOE-SPEC –1142-2001 dated April 2001

Attachment C – Price Schedule

Attachment D – Basic Ordering Agreement General Terms And Conditions for Commercial Items and Services for DOE Contractors (06/12)

ARTICLE XIX – ORDER OF PRECEDENCE

An inconsistency in this Agreement shall be resolved by giving precedence in the following order:

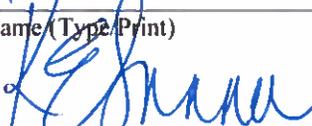
- A. Site Implementing Subcontract
- B. Statement of Work/Specification
- C. Agreement Articles
- D. ICPT Terms and Conditions

ARTICLE XX - ENTIRETY

This document and the attachments specifically referred to herein embody the entire Basic Ordering Agreement (BOA) and understanding between the Buyer and the Seller covering the work to be performed hereunder, and there are no agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. No modification hereof shall be of any force or effect unless 1) reduced to writing and signed by both parties hereto, and 2) expressly referred to as being a modification of this

Agreement. However, site-specific implementing Subcontracts may be issued to incorporate additional requirements, or otherwise modify requirements as applicable to that site only.

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

ICPT National Agreement for BelPT		National Jewish Health	
Samantha Ernst		Katherine Sanner	
Procurement Representative's Name		Name (Type/Print)	
			
Signature		Signature of Person Authorized To Sign	
Procurement Specialist	08/25/2014	Exec Dir Contracts	8/28/14
Title	Date	Title	Date

ATTACHMENT A

“Statement of Work for Beryllium Lymphocyte Proliferation Test, Revision 0 dated June 10, 2014.”

(Scope of Work)

ATTACHMENT B

“DOE Specification – Beryllium Lymphocyte Proliferation Testing (BeLPT)

DOE-SPEC – 1142 –2001, April 2001”

(Specification)

ATTACHMENT C
Price Schedule

ATTACHMENT D

**Basic Ordering Agreement General Terms And Conditions for Commercial Items and Services
for DOE Contractors (06/12)**

(ICPT Terms and Conditions)

ATTACHMENT E
Service Contract Act Wage Determination
WD 05-2081 Revision 14