

**BASIC ORDERING AGREEMENT BETWEEN**  
**Anixter Inc.**  

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**AND**  
Idaho National Laboratory  
On Behalf of ICPT for the Department of Energy

**BASIC ORDERING AGREEMENT**

No. INL-BOA-008-16-2012

This Basic Ordering Agreement (BOA) between Anixter Inc. (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 all items manufactured and/or distributed by Seller.
2. This Agreement is for the Department of Energy contractors named in Attachment A and authorized subcontractors. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
3. The following document is incorporated by reference and hereby forms a part of this action: ICPT General Terms and Conditions dated June 2012. Note ICPT's General Terms and Conditions are available at the following Internet address: [https://icpt.inl.gov/t\\_and\\_c.html](https://icpt.inl.gov/t_and_c.html)
4. The pricing is in accordance with Attachment B.

The parties agree that Contractors, may place orders under the pricing established by 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. Any purchase of goods shall be governed under a separate purchase agreement.

**ARTICLE 1 - SCOPE OF WORK**

All Orders placed hereunder shall reference the number of this BOA No. INL-BOA-008-15-2012 and Contractor-specific release or order number as required. The original term of this BOA is Two (2) years from the effective date of this BOA. Effective term of BOA is as follows October 1, 2012, through October 31, 2014.

The performance period of this BOA may be extended by three (3) one (1)-year periods prior to the expiration of the original period of performance.

The Contractor or Seller may cancel this BOA at any time upon 60 days written notice without further obligation, except for those obligations associated with any outstanding Contractor orders.

The Seller agrees to furnish such quantities of products or services at the prices 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 a separate purchase 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, standard ground freight is paid by Seller for deliveries to locations within the contiguous United States. Contractor is responsible for freight charges for deliveries outside of the contiguous United States and any expedited or special shipping or handling.
- 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.
- Right to set off from any Seller invoice shall be upon mutual agreement.

**ARTICLE 3 - FIXED PRICES**

Contractor shall be entitled to purchase goods and services listed in Attachment B at the prices set forth in the Agreement.

Prices set forth in Attachment B shall be fixed until April 30, 2013. Seller agrees to review pricing every 6 months no later than last business day and each 6 month period thereafter to determine ICPT's top 220 items to be included in Attachment B. These items will be offered to all Contractors at a 4-15% target discount off GSA pricing in effect at the time and shall remain fixed for 6 months.

In addition to the items identified in Attachment B the Seller agrees to extend a target discount of 4-15% off then-current GSA prices for up to 50 items selected by a Contractor (hereinafter called "Contractor-Specific Items"). The discounted pricing for Contractor-Specific Items shall be effective for only those items delivered to that Contractor location. This item list may go above 50 items if needed.

All other items available through the Seller's catalog shall be priced in accordance with the Seller's GSA Schedule GS-07F-0145V and GS-35F-0428X in effect at the time of the order. The Contractor represents and warrants that it has obtained written authorization from the Department of Energy to purchase from the Seller's GSA Schedule.

Due to the significant commodity component of many items offered (Copper, Steel, PVC, etc) Anixter reserves the right with 30 days notice to increase any item that has a significant cost increase (over 5%) from the Manufacturer OEM. In such cases Anixter would only raise ICPT price by the amount the OEM increased their cost. Anixter would present with any such notice documentation from the Manufacturer OEM of cost increase as reflected in their published list prices.

By entering into this BOA, Seller warrants that the pricing stated herein in not greater than that charged Seller's similar customers for like quantities for the same or similar materials under like conditions of sale during a similar period of time. INL and/or the U.S. Government shall have the right to examine Seller's records to ensure compliance with this warranty. Seller agrees to refund any amount paid by the contractor which exceeds the price charged.

**ARTICLE 4 - REPORTING**

Seller shall report quarterly savings to the ICPT. 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. Idaho National Laboratory (INL) shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. INL 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.

**ARTICLE 5 - ADMINISTRATIVE**

BOA Procurement Administrator's Address is as follows:

Mr. Ben Louderback  
 Idaho National Laboratory  
 1955 Fremont Ave.  
 Idaho Falls, ID 83415-1303

BOA Sellers Administrator's Address is as follows:

Bill Meade  
 45075 Old Ox Road  
 Dulles, VA 20116

**ARTICLE 5 - SMALL BUSINESS RESELLER REQUIREMENTS**

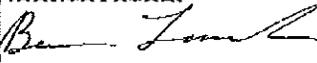
Seller agrees to offer all products and services described herein to the Contractors through authorized dealers/resellers.

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. Site-Specific Terms & Conditions must be agreed to in writing by Seller before taking effect. IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

ACKNOWLEDGED AND CONFIRMED;

ANIXTER INC. 	CONTRACTOR  Digitally signed by Ben Louderback DN: cn=Ben Louderback, o=Battelle Energy Alliance, ou=Procurement Services, email=benjamin.louderback@inl.gov, c=US Date: 2012.09.13 07:22:40 -0600
BY: MICHAEL TURNER	BY: Ben Louderback
TITLE: REGIONAL VICE PRESIDENT	TITLE: Procurement Agent
DATE: 9/14/12	DATE: 8/13/2012