

## **BASIC ORDERING AGREEMENT BETWEEN**

**GRAINGER INDUSTRIAL SUPPLIES**

**AND**

**UNIVERSITY OF CALIFORNIA  
LAWRENCE LIVERMORE NATIONAL LABORATORY**  
On Behalf of ICPT for  
The Department of Energy

## **BASIC ORDERING AGREEMENT**

No. LLNL-BOA-2006-001

This Basic Ordering Agreement (hereinafter called "BOA") between Grainger Industrial Supplies (Vendor, hereinafter called "Seller") and University of California (hereinafter called "University") on behalf of the Department of Energy (hereinafter called "DOE") 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 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 hereinafter called "Contractor" or "Contractors").
3. The pricing is in accordance with Seller's GSA Schedule Contract and Article 4 below.
4. General Terms and Conditions (01/2006) 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**

Seller shall provide Industrial Supplies (hereinafter called "supplies" or "products") on an as-requested basis in accordance with the prices or discounts identified in Attachment C. The Seller agrees to furnish such quantities of products 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.

All Orders placed hereunder shall reference the number of this BOA LLNL-BOA-2006-001, and Contractor-specific release or order number as required.

In order for each Contractor to purchase supplies under this BOA, the Contractor shall complete and put on file with the Seller's Administrator named below, a Letter of Authorization providing the Seller with evidence that the Contractor has authorization to utilize GSA Schedules for the purchase of supplies.

## **ARTICLE 2 - TERM**

The term of this BOA is from August 1, 2006 through February 2, 2009. Both parties agree that in the event that the Seller's GSA Contract referenced in Attachment C is extended, the term of this BOA will be extended accordingly.

The Contractor 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 described herein as Contractor may order during the term of this Agreement.

## **ARTICLE 3 - DELIVERY/PAYMENT**

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Per Seller's GSA contract – F. O. B. Origin, 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: Net 30 days from receipt of a proper invoice
- Delivery location and schedule shall be negotiated for each order under this BOA.

## **ARTICLE 4 - FIXED PRICES**

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

Prices set forth in Attachment C shall be fixed until September 30, 2007. Seller agrees to review the annual ICPT spend on or before August 31 of each year to determine ICPT's top 800 items to be included in Attachment C. Effective October 1 of each year, the revised list of top 800 items will be offered to all Contractors at a 15% discount off GSA pricing in effect at the time and shall remain fixed until September 30 of the next year. Pricing for Contractor-Specific Items shall be reviewed and adjusted on this same schedule.

In addition to the items identified in Attachment C, the Seller agrees to extend a discount of 15% off then-current GSA prices for up to 25 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.

All other items available through the Seller's catalog shall be priced in accordance with the Seller's GSA Schedule GS-06F-0007J (exp. 2/2009) in effect at the time of the order.

## **ARTICLE 5 - ADMINISTRATIVE**

BOA Procurement Administrator's Address is as follows:

Mr. Jim Swanson – 925-423-4535  
Lawrence Livermore National Laboratory  
7000 East Avenue, L-650  
Livermore, CA 94550

BOA Sellers Administrator's Address is as follows:

Mr. Jim Dunn – 215-816-7489  
Grainger Industrial Supplies  
2560 Blvd of the Generals  
Norristown, PA. 19403

**ARTICLE 6 – SMALL BUSINESS RESELLER REQUIREMENTS**

The Seller agrees to work with the Contractor to offer all supplies described herein to the Contractor through a small business.

This includes local small/small disadvantaged, woman-owned, HUB Zone, veteran-owned and service disabled veteran-owned businesses for the Contractors.

**ARTICLE 7 - 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 negotiate the incorporation of its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws. In no event shall this negotiation lead to increased prices unless specifically agreed to by the Contractor.

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 Seller's signature date.

ACKNOWLEDGED AND CONFIRMED;

<b>GRAINGER INDUSTRIAL SUPPLIES</b>	<b>THE REGENTS OF THE UNIVERSITY OF CALIFORNIA</b>
BY: <i>Jim Dunn</i>	BY: <i>[Signature]</i>
TITLE: <b>Sr. National Government Sales Manager</b>	TITLE: <i>Manager Commercial Contracts</i>
DATE: <b>August 28, 2006</b>	DATE: <i>8/31/06</i>

