

## **BASIC ORDERING AGREEMENT BETWEEN**

**Privoro Government Solutions**

**AND**

**DOE Prime Contractors**

### **BASIC ORDERING AGREEMENT Integrated Contractor Purchasing Team (ICPT) Agreement**

**LANLWS319849500**

**1 April 2022**

#### **PERIOD OF PERFORMANCE**

**1 April 2022 – 31 March 2025**

This Basic Ordering Agreement (BOA) between Privoro (Vendor, hereinafter "Seller") and Triad National Security, LLC. is entered into to provide products and services to Department Of Energy (DOE) Contractors and authorized Subcontractors in accordance with the following:

1. This BOA includes products and/or services listed in Attachment A.
2. This BOA is for DOE Prime Contractors (hereinafter collectively referred to as "Contractor").
3. This BOA may also be used by DOE Subcontractors with written authorization of the ICPT Chair.
4. The pricing is in accordance with Attachment B.
5. General Terms and Conditions (04/2016) 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 BOA and shall be direct-billed accordingly.

#### **ARTICLE 1 – SCOPE OF WORK**

The Seller agrees to provide products and/or services as described in Attachment A that Contractor may order during the Period Of Performance (POP) of this BOA.

#### **ARTICLE 2 – PERIOD OF PERFORMANCE (POP)**

The Period Of Performance of this BOA, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this BOA, shall commence on 1 April 2022 and end on 31 March 2025.

Option to Extend Term of BOA: Contractor may extend the term of this BOA by giving written notice to Seller by the date specified as the expiration date of this BOA. The exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by Contractor.

The term of this BOA may be extended pursuant to this clause for up to 2 years beyond the initial term. Such extension may be made from time to time or in one modification.

#### **ARTICLE 3 – 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: NET30 from receipt of an accurate invoice.
- Delivery location and schedule shall be negotiated for each order under this BOA.

#### **ARTICLE 4 – FIXED PRICES / DISCOUNT SCHEDULE**

The Contractor shall be entitled to purchase goods and/or services listed in Attachment A at the fixed prices and/or discount schedule identified in Attachment B. The prices and/or discounts identified in Attachment B are firm for the effective POP of this BOA, unless otherwise agreed by the Parties.

## **ARTICLE 5 – ADMINISTRATIVE**

Contractor BOA Administrator's Address is as follows:

Maureen T. Armijo, Acquisition Operations Manager 4  
Triad National Security, LLC  
Los Alamos National Laboratory  
P. O. Box 1663  
Los Alamos, NM 87545  
Telephone no.: (505-412-7765  
Email address: m\_armijo@lanl.gov

Seller BOA Administrator's Address is as follows:

Blake Kotiza  
3100 W Ray Road, Suite 201  
Chandler, AZ 85226  
blake.kotiza@privoro.com  
Phone: 314 221 0105

All Orders placed hereunder shall reference this BOA No. **LANLWS319849500**.

## **ARTICLE 6 – REPORTING REQUIREMENTS**

The Seller shall submit a spend and savings report to the ICPT Chair for each quarter of the fiscal year. The report format and due date will be provided to the Seller near the end of each quarter. The Seller shall deliver the report by the due date requested. Savings shall be calculated as discounts from reaching quantity tiers (see Attachment B). The Seller shall attend Performance Review Meetings as requested by the ICPT or Contractor site.

## **ARTICLE 7 – SMALL BUSINESS RESELLER REQUIREMENTS**

RESERVED

## **ARTICLE 8 – SITE SPECIFIC TERMS AND CONDITIONS**

The Seller acknowledges that the Contractor may have requirements unique to its site, 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.

## **ARTICLE 9 – LIST OF ATTACHMENTS**

Attachment A – Products and/or Services  
Attachment B – Pricing  
Attachment C – General Terms and Conditions  
Attachment D – RESERVED

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

ACKNOWLEDGED AND CONFIRMED.

PRIVORO GOVERNMENT SOLUTIONS	TRIAD NATIONAL SECURITY, LLC.
<p>DocuSigned by: <i>Michael Fong</i> 3D1828C2D127474...</p> <p><b>Mike Fong</b></p>	<p><i>Maureen T. Armijo</i></p> <p><b>Maureen Armijo</b></p>
<b>TITLE: CEO</b>	<b>TITLE: Acquisition Operations Manager 4</b>
<b>DATE: 4/14/2022</b>	<b>DATE: 4/1/2022</b>