

# BASIC ORDERING AGREEMENT BETWEEN

VWR International, LLC

**AND**

UT-Battelle, LLC

*M&O Contractor Operating Oak Ridge National Laboratory (ORNL)  
On behalf of the Integrated Contractor Purchasing Team (ICPT)*

## BASIC ORDERING AGREEMENT

**ORNL-2019-1001**

This Basic Ordering Agreement (BOA) between VWR International, LLC (hereinafter "Seller") and UT-Battelle, 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 Attachments A and A1.
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 Attachments A and A1.
5. General Terms and Conditions (04/2016) are included in Attachment B, 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 Attachments A and A1 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 **September 6, 2019** and end on **September 5, 2024**.

### 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, 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 and handling.
- Payment Terms: Prompt payment discount or Net 30 days from receipt of 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 services listed in Attachment A1 at the fixed prices identified therein. The prices in Attachment A1 are firm for the first calendar year of this Agreement. Adjustments will be reviewed annually by the Seller and Contractor, to capture high usage Products. Seller will provide an equivalent or better discount percent from the prior year's Attachment A1.

General Discount Schedule. Prices for Products will be based on discounts from the published Supplier list price of the Product at the time of the order as set forth in Attachment A. The discount percentages in Attachment A shall remain firm for the life of the agreement or improved. New products, that will be replacing discontinued products, or additional discounts offered to existing products can be added to Seller's Attachment A1 or negotiated at the site level.

By entering into this BOA, Seller warrants that the pricing stated herein is not greater than that charged Seller's most favored customer for like quantities for the same or similar materials under like conditions of sale. Contractor and/or the U.S. Government 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 and Subcontractor's customers for like quantities of the same or similar materials under like conditions of sale on year form the date of the orders placed by the Contractors under this BOA. Whenever applicable, Seller's ICPT discounts shall be equivalent to Seller's existing GSA price list.

Once established, the discounts will not be subject to change unless the net price for any item falls below Seller's cost. The price for that item will then be priced at Seller's cost plus 8%.

## **ARTICLE 5 – ADMINISTRATIVE**

Contractor BOA Administrator's Address is as follows:

Justin Keck  
865-241-6445  
[keckjc@ornl.gov](mailto:keckjc@ornl.gov)

Seller BOA Administrator's Address is as follows:

Matt Miles  
865-304-3450  
[Matthew.Miles@vwr.com](mailto:Matthew.Miles@vwr.com)

All Orders placed hereunder shall reference this BOA No. ORNL-2019-1001

## **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 using price paid under previous price paid. Contractor shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. Contractor 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.

The Seller shall attend Performance Review Meetings as requested by the ICPT or Contractor site.

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

Sales under this BOA shall be transacted through a Seller-authorized small business vendor/reseller at the prices and/or discounts in Attachment A. This includes local small/small disadvantaged, woman-owned, HUB Zone, veteran-owned and/or service-disabled veteran-owned businesses for the Contractors. This will assist the contractors in meeting established socioeconomic goals imposed by the Department of Energy.

## **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 – Master Discount Schedule

Attachment A1-ICPT Special Items Discounts

Attachment B –General Terms and Conditions

Attachment C – 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;

<b>VWR International, LLC</b>	<b>UT-Battelle, LLC</b> <i>(on behalf of ICPT)</i>
<b>BY:</b>	<b>BY:</b> Justin Keck
<b>TITLE:</b>	<b>TITLE:</b> Procurement Manager
<b>DATE:</b>	<b>DATE:</b> Sept. 4, 2019