

[Comments in blue are Preparer Notes and placeholders for information to be added to the document.]

**Delete blue comments prior to award.]**

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**BASIC ORDERING AGREEMENT BETWEEN**

[Seller]

**AND**

[Contractor]

**BASIC ORDERING AGREEMENT**

[BOA No.]

[Effective Date]

**PERIOD OF PERFORMANCE**

[Period of Performance dates without Options]

This Basic Ordering Agreement (BOA) between [Vendor] (Vendor, hereinafter "Seller") and [Contractor] 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 \* and end on \* [insert start date and end date for the initial term of the BOA, not including options].

[Delete the section below if there are no Options To Extend]

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 \* [insert number of years] 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 [FOB Destination is recommended]
- Payment Terms: [enter the negotiated payment terms here] 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.

[Preparer must ensure that pricing is consistent for all methods of payment, i.e. credit card, e-commerce, Purchase Order, etc. and reflected in Attachment B.]

### **ARTICLE 5 – ADMINISTRATIVE**

Contractor BOA Administrator's Address is as follows:

[Insert M&O Administrator's Name, Address, Phone number and Email address]

Seller BOA Administrator's Address is as follows:

[Insert Administrator's Name, Address, Phone number and Email address]

All Orders placed hereunder shall reference this BOA No.

### **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 [state specifically how savings will be calculated. If unsure, please contact the Chair prior to finalizing the agreement]

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

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

[If awarded to a small business or large business that will not partner with a small business, type RESERVED in this section and delete all other text.

--OR--

If awarded to a large business where the individual purchases will be made through an authorized small business supplier/reseller at the BOA price/discount, retain the following:]

Sales under this BOA shall be transacted through a Seller-authorized small business vendor/reseller at the prices and/or discounts in Attachment B.

### **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**

[Add List of Attachments consistent with the format below. If Attachment D is not required, insert "Reserved"]

Attachment A – Products and/or Services

Attachment B – Pricing

Attachment C – General Terms and Conditions

Attachment D – License Agreement for Proprietary Software (10/03)

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>[SELLER]</b>	<b>[CONTRACTOR]</b>
<b>BY:</b>	<b>BY:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>DATE:</b>