

# BASIC ORDERING AGREEMENT BETWEEN

SLAC National Accelerator Laboratory  
On Behalf of ICPT for the Department of Energy

Government Scientific Source, Inc.

## BASIC ORDERING AGREEMENT

No SLAC-BOA-003-03-2014

This Basic Ordering Agreement (BOA) between Government Scientific Source (Vendor, hereinafter "Seller") and SLAC National Accelerator Laboratory on behalf of the Integrated Contractor Purchasing Team (ICPT) for the Department of Energy is entered into to provide scientific products and ecommerce services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes all items manufactured and/or distributed by Seller, an ecommerce platform and a listing of vendor offered catalogs.
2. This Agreement is for the Department of Energy contractors named in the ICPT Council Members and Constituent List located at the following site [https://icpt.llnl.gov/t\\_and\\_c.html](https://icpt.llnl.gov/t_and_c.html) 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 January 2006. Note ICPT's General Terms and Conditions are available at the following Internet address [https://icptllnl.gov/t\\_and\\_c.html](https://icptllnl.gov/t_and_c.html).
4. Pricing will be provided by the vendor in a document named Attachment B. Contractor specific userids and passwords will be provided by the vendor to an FTP Site to access pricing.

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

All Orders placed hereunder shall reference the number of this BOA No. SLAC--BOA-003-03-2014 and Contractor-specific release or order number as required. The original term of this BOA is Three (3) years from the effective date of this BOA. Effective term of BOA is as follows March 24, 2014, through March 23, 2017.

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 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. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the 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: Net 30 days from receipt of a proper invoice.
- Delivery location and schedule shall be negotiated for each order under this BOA.

### ARTICLE 3 – FIXED DISCOUNT STRUCTURE

Contractor shall be entitled to purchase goods and services listed in Attachment B at the discount structures identified in Attachment A – Table 1.

Vendor's prices are pursuant to manufacturer's published list price where applicable. Vendor is offering fixed discounts for the life of the contract pursuant to Attachment A – Table 1 (GSS LA Code Price Discount Matrix). Contractor will receive the better of either seller's GSA price or the LA Code Price (Attachment A – Table 1). As the manufacturer's published list price changes so does the Vendor's sell price.

Attachment A – Table 2 lists the current available vendor catalogs. As Seller negotiates and develops new vendor relationships, all subsequent adjustments will be made pursuant to the same pricing methodology as set forth in this agreement.

By entering into this BOA, Seller warrants that the e-commerce platform pricing stated herein is not greater than any electronic catalog pricing charged. Seller's most favored customer for like quantities for the same or similar materials under like conditions of sale. SLAC and/or the U.S. Government shall have the right to examine Seller's records to ensure compliance with this warranty.

Furthermore, GSS can offer site-specific solutions to include existing ICPT contract suppliers and other site-specific-requested suppliers in a single eCommerce platform.

### ARTICLE 4 - REPORTING

Seller shall report quarterly savings to the BOA administrator listed in Article 5. 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. SLAC National Accelerator Laboratory (SLAC) shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. SLAC 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. Gordon Scrimger  
SLAC National Accelerator Laboratory  
2575 Sand Hill Road  
Menlo Park, CA 94025

BOA Sellers Administrator's Address is as follows:

Mr. Mike Mendrysa  
Government Scientific Source  
12351 Sunrise Valley Drive  
Reston, VA 20191

### ARTICLE 6 - SMALL BUSINESS RESELLER REQUIREMENTS

GSS is a veteran-owned small business with fully operational facilities in Livermore, CA, Albuquerque, NM, Knoxville, TN, and headquarters in Reston, VA. The 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. GSS will sell to local mutually agreed-upon, authorized resellers at ICPT prices for contract-specific purchases made within the GSS ecommerce platform.


### 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 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.

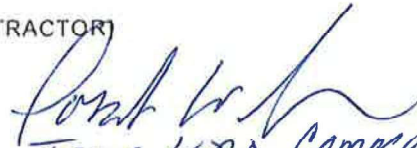
IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

ACKNOWLEDGED AND CONFIRMED;

[SELLER]

BY:   
TITLE: President  
DATE: 3-25-14

[CONTRACTOR]

BY:   
TITLE: TEAM LEAD, COMMODITIES  
DATE: 3/25/14