

THIS BASIC ORDERING AGREEMENT (BOA) AGR-123456

by and between

THE TRUSTEES OF PRINCETON UNIVERSITY

represented by Princeton Plasma Physics Laboratory (hereinafter called "Princeton", "Princeton Plasma Physics Laboratory", "PPPL", or "Buyer")
and

ABC COMPANY

a Corporation incorporated under the laws of (STATE) and having an office and place of business at
XXXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter called "Subcontractor", or "Seller").

This agreement (the "Agreement") is hereby entered into between Subcontractor and Princeton, the latter acting under Prime Contract No. DE-ACO2-09CH11466 with the United States of America (hereinafter called the "Government"), represented by the United States Department of Energy (hereinafter called the "Department"). PPPL and Subcontractor may be collectively referred to as the "Parties". This Agreement does not bind nor purport to bind the Government of the United States.

The Parties do mutually agree as follows:

ARTICLE I - TYPE OF AGREEMENT AND OPERATION

The purpose of this BOA is to specify in writing the agreement of the parties to the terms and conditions that will apply to Job Orders issued under this BOA and the method of issuing Job Orders and of establishing their price.

Job Orders may be issued by PPPL, from time to time, to assign PPPL work requirements to the Subcontractor.

Prior to the issuance of a Job Order for work under this BOA, the PPPL Procurement Specialist will provide in writing to the BOA Subcontractors a description of the work, and request a written price estimate for the performance of the work on a Fixed-Price or Time and Materials basis. Also, any evaluation factors other than price will be stated in the request. In some instances, the Subcontractor may be required to attend a site visit to review the scope of work. Subcontractor agrees to submit the estimate and other requested information within five working days of receipt of the request, unless required sooner.

Subcontractor's cost estimate or price proposal shall be prepared in accordance with the rates, and terms and conditions set forth in this BOA and shall include and identify all costs to perform the work including labor costs, material and equipment estimates.

A Fixed-Price or Time and Materials Job Order will be established by mutual agreement of the parties, based upon Subcontractor's cost estimate and other factors.

Subcontractor shall not initiate any work prior to receipt of written Job Order from the PPPL Procurement Specialist. Upon receipt of the written Job Order, technical assignments and authorizations regarding the work will be issued by the Princeton Technical Representative (PTR).

Written Job Orders will be sequentially numbered and will contain, where possible the following:

- Identification of the Project
- A Statement of Work
- Required Project completion date
- The Job Order total price

Although a Job Order may include modifications to terms and conditions applicable only to that particular Job Order, Job Orders are not to be considered as modifications to this BOA. Separate BOA Modifications will be issued to modify the terms and conditions set forth herein.

Issuance of Job Orders for Subcontractor's services hereunder is wholly within the discretion of PPPL. Nothing herein shall be construed to require PPPL to use these services for any purpose or to limit PPPL's use of its own employees or other Subcontractors to perform similar work at PPPL.

ARTICLE II - PERIOD OF PERFORMANCE

The EFFECTIVE period of this BOA is from [date executed](#) through [September 30, 2024](#) for three (3) years, unless sooner terminated or extended by written agreement of the Parties. The Parties agree that PPPL unilaterally has the Option with thirty (30) days advance written notice to extend the performance period for up to two (2) consecutive twelve (12) month periods. Both Parties agree that each has the right with thirty (30) days advance written notice to terminate this agreement without cost.

Year	Period of Performance
Base Period	11/01/2026---9/30/2028
Option Period 1	10/1/2028– 9/30/2029
Option Period 2	10/1/2029 – 9/30/2030
Option Period 3	10/1/2030 – 9/30/2031

ARTICLE III - EXERCISE OF OPTIONS

PPPL shall have the unilateral right to extend the BOA performance period by written notice to the Subcontractor within thirty (30) days before the expiration of the current BOA performance period. Once a final determination has been made to exercise the option, a modification to the BOA extending the performance period will be issued.

The notice of intent to exercise the option does not commit PPPL to the extension of the BOA performance period.

ARTICLE IV - STATEMENT OF WORK

1. Subcontractor agrees to perform, upon receipt of an appropriate BOA Job Order the work required by the Job Order Statement of Work, maintaining full compliance with Princeton Plasma Physics Laboratory (PPPL) Statement of Work for "Hoisting and Rigging Support Services" CAT: A2: MEEQ_2_SOW_100: Revision 1: dated January 8, 2021. (BOA SCHEDULE B) and any other documents included or referenced therein or elsewhere in this BOA.
2. Subcontractor agrees to furnish, as appropriate, the services of qualified personal to provide hoisting and rigging equipment support services for the performance of periodic inspections, remedial (corrective), preventative and emergency maintenance of the U.S. Government owned hoisting and rigging equipment during peak workload periods and for large repair. Issuance assigned by BOA Fixed-Price or Time and Materials Job Orders, to be performed at PPPL, 100 Stellarator Road, James Forrestal Campus, Route 1 North, Princeton, NJ.
3. The following individual is designated as the Subcontractors KEY PERSONNEL
On-Site Project Supervisor Billy D. Kidd

ARTICLE V - RATE SCHEDULE

The Subcontractor shall use rates set forth below;

- A. HOURLY LABOR RATES: The subcontract shall use the following fully burdened (includes direct and indirect costs and profit) hourly labor rates when preparing price proposals for Job Orders under the BOA. The rates shall apply for the terms specified.

Time spent while traveling is not allowable.

Definitions:

- Straight Time: Normal working hours worked between 8:00 AM and 4:30 PM Monday thru Friday, 8-hour shifts, ½ hour lunch, ¼ hour break during morning work period paid at regular fully burdened rate. These terms mean hourly wages paid by the Subcontractor to its personnel for hours the personnel actually worked as authorized by PPPL in Job Orders issues under this Agreement.
- Overtime: Work in excess of 40 hours performed at PPPL during a standard work week. Work before 8:00 AM and after 4:30 PM during the standard work week and the first eight (8) hours of Saturday work.

Hourly Rates for Base Period

CRAFT CLASSIFICATION	Hourly Labor Rates (\$)	
	STRAIGHT TIME	OVERTIME
Machinery Maint Mechanic	\$000.00	\$000.00
Heavy Equipment Operator	\$000.00	\$000.00

Hourly Rates for Option Period (1)

	Hourly Labor Rates (\$)	
CRAFT CLASSIFICATION	STRAIGHT TIME	OVERTIME
Machinery Maint Mechanic	\$	\$
Heavy Equipment Operator	\$	\$

Hourly Rates for Option Period (2)

	Hourly Labor Rates (\$)	
CRAFT CLASSIFICATION	STRAIGHT TIME	OVERTIME
Machinery Maint Mechanic	\$	\$
Heavy Equipment Operator	\$	\$

Hourly Rates for Option Period (3)

	Hourly Labor Rates (\$)	
CRAFT CLASSIFICATION	STRAIGHT TIME	OVERTIME
Machinery Maint Mechanic	\$	\$
Heavy Equipment Operator	\$	\$

- B. MATERIALS AND LOWER TIERED SUBCONTRACTOR (Applicable to Time and Materials Job Orders). The Subcontractor will be reimbursed for actual costs (including any freight/shipping charges) incurred for purchase of materials for use under this Subcontract, as verified by submittal of invoices, receipts or other supporting documentation. There will be no mark up for materials or lower tiered subcontractor(s).
- C. APPLICATION OF STRAIGHT AND PREMIUM RATES. Cost estimate and Price proposals for Job orders submitted by the Subcontractor shall be based on performance of work using only straight time labor unless premium time (overtime) is specifically authorized by PPPL in advance in writing. Work schedules developed in conjunction with Princeton's Technical Representative for the Job are also to be based upon "straight time" labor. Premium rates will not be paid by PPPL if it was not approved by PPPL in advance in writing.
- D. PERIODIC INSPECTION AND PREVENTATIVE MAINTENANCE PRICING. PPPL will reimburse the Subcontractor for actual costs for work under Job Orders at the rates set forth in the approved Price List incorporated into this agreement or agreed to in advance by PPPL.

PERIOD INSPECTION	PREVENTATIVE MAINTENANCE	PRICING
Annual	Annual Inspection on all equipment per equipment list in RFP 21-024.)	\$00000000 (Price is for (1) Annual Inspection on all equipment per equipment list in RFP 26-081JR)

- E. PORTABLE UNDERHUNG HOIST PRICING: PPPL will reimburse the Subcontractor for actual costs for work under Job Orders at the rates set forth in the approved Price List incorporated into this agreement or agreed to in advance by PPPL.

INDIVIDUAL HOISTS	\$
LOTS OF 5	\$

ARTICLE VI-MANDATORY CONFORMANCE AGREEMENT

A Mandatory Conformance Agreement must be executed for skill categories not covered by a Department of Labor (DOL) Wage Determination. All Mandatory Conformance Agreements must first be completed by the Subcontractor, signed by the Subcontractor's personnel, and then signed by the PPPL representative before the Subcontractor's personnel has been at PPPL for thirty (30) days. Upon receipt by PPPL, the Agreement shall be sent to the DOL for approval. If the DOL requires pay rates higher than those identified in the agreements, the Job Order will be revised upward accordingly.

ARTICLE VII-REVISIONS TO WAGE DETERMINATIONS

Revised Service Contract Act wage determinations covering the skill categories listed in the Basic Ordering Agreement will be requested from the U.S. Department of Labor every two (2) years. Upon receipt, the revised wage determination will be incorporated via an Amendment, and if necessary, an equitable adjustment may be made to the Straight Time Direct Labor Rate for affected skill categories. The Subcontractor's Mark-up Percentage shall not be subject to modification as a result of this action. (See Schedule C)

ARTICLE VIII-IMPLEMENTATION OF JOB ORDER(S)

Subcontracted personnel shall **not** commence any work (on or off site), nor report for the assignment without the fully executed Job Order.

- A. To define the specific project, Statement of Work, and period of performance, PPPL shall issue a Job Order to the subcontractor for each request of services.
- B. Each Job Order shall be subject to the provisions of this Agreement, and no Job Order
- C. Job Orders issued during the term of this Agreement may be written for a period exceeding the term of the Agreement but may not be extended after the end of this Agreement term.
- D. It is understood that this Agreement does neither require nor obligate PPPL to engage any minimum number of personnel or to issue any minimum number of Job Orders.
- E. A Job Order may be changed by mutual agreement of both parties. Any change to a Job Order shall be in the form of a written modification to that Job Order.
- F. A Job Order may be terminated by PPPL at any time without prior written notice. Confirming written notification shall be provided; however, failure to provide written confirmation shall not be invalidate any termination.

- G. Authorization to commence work shall be solely upon receipt of a fully executed Job Order.
- H. Amounts specified on Job Orders represent the maximum ceiling (an amount not to exceed) and approved funding limit. Such amounts may not be exceeded without written approval of PPPL.
- I. By the terms and conditions of this Agreement, Job Orders written pursuant to this Agreement shall be construed as automatically incorporating the terms and conditions of this Agreement and shall be subject to the same.

ARTICLE IX - PROMPT PAYMENT FOR SMALL BUSINESS (IF APPLICABLE)

Based on the Subcontractor's representation that it is a small business as defined by the US Small Business Administration, PPPL will make every practicable effort to pay the subcontractor net 15 days from the latter of (1) receipt of the Subcontractor's proper invoice, if required, or (2) delivery of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that the Subcontractor indicates. Payments shall be made either by check or electronic funds transfer, at the option of Princeton. Payment shall be deemed to have been made as of the date of the check or the date on which an electronic funds transfer was made.

ARTICLE X- PAYMENTS

- 1. PPPL will reimburse the Subcontractor in accordance with this ARTICLE for work (labor, supervision, materials, and equipment) performed on-site at PPPL under a Job Order issued under this BOA.
- 2. The funds obligated under this Basic Ordering Agreement shall be shown on each individual Job Order written pursuant to this Agreement. Princeton will not be obligated to reimburse the Subcontractor for costs incurred in excess of the total amount allotted to each individual Job Order. The subcontractor is not obligated to continue performance under any Job Order or otherwise incur costs in excess of amount specified, until a modification of the Job Order is executed to increase the funding and amount specified.
- 3. Subcontractor agrees that the work performed under a Job Order issued under this BOA is covered by the SCA Wage Requirements Statue. Subcontractor's, and lower-tier Subcontractor's, working on-site at Princeton under this BOA *must* receive wages *and* benefits not less than the minimum rates in US Department of Labor "Registration of Wage Determination Under the Service Contract Act", (BOA Schedule C) for their craft.
- 4. Subcontractor shall submit separate invoices for each BOA Job Order to:
Email: Accounts_Payable@pppl.gov
- 5. For Time and Materials Job Orders, the following additional support documents must be submitted with the invoice:
 - a. A summary of billable straight time, and overtime hours worked by employee, by labor category (if applicable), by his/her labor billing rate, supported by a copy of the Princeton Technical Representative approved Time Sheet(s); and

- b. A list of parts/other materials and equipment provided by Subcontractor and used in the performance of the requirements of this Subcontract. Invoices, bills, receipts, or other supporting documentation shall be provided to support material costs for any individual **material** items having a unit cost of **\$100 or greater** included on the invoice.
6. All payroll deductions for the Subcontractor's personnel shall be deducted and remain the responsibility of the Subcontractor.

ARTICLE XI - TECHNICAL AND ADMINISTRATIVE REPRESENTATIVES

1. The following technical and administrative representatives are designated for this subcontract:

Subcontractor Representative:

Account Manager	John Doe	Email:
		1

Princeton's Representatives:

Princeton's Technical Representative (PTR)	Michael Viola	(609) 243-3655 mviola@pppl.gov
Procurement Specialist	Cheryl Colan	(609) 243-3486 jrussell@pppl.gov

2. Princeton's Technical Representative (PTR) will be responsible for day-to-day clarifications and guidance as may be required within the scope of the subcontract Statement of Work (SOW). The PTR is not authorized to direct changes in the subcontract scope of work, subcontract price or subcontract terms and conditions.
3. Contacts with PPPL regarding prices, terms, quantities, deliveries, and financial adjustments shall only be made with the PPPL-designated Procurement Specialist. Agreements and/or actions taken by the Subcontractor, which by their nature effect a change to this subcontract, shall only be binding upon PPPL when such agreement or action is specifically authorized in writing by PPPL's Procurement Specialist. Any change undertaken by the Subcontractor without the written consent of PPPL's designated Procurement Specialist is at the Subcontractor's own risk and not binding on PPPL. All correspondence and communication between the Subcontractor and PPPL shall be addressed and directed to PPPL's Procurement Specialist.
4. Except for those instances identified in the Statement of Work where PPPL specifically directs the Subcontractor to communicate directly with others, PPPL shall be responsible for all liaison and communication with the Government and/or PPPL's customers as well as Princeton's other Subcontractors for the length of this BOA.

ARTICLE XII - SAFETY CERTIFICATIONS

Subcontractor personnel that will be onsite for more than 40 work hours during the next twelve months must attend PPPL's General Employee Training (GET) course if they have not successfully completed the course in the past three years. This safety training will normally be scheduled for the first day the individual is onsite at PPPL. Subcontractor's, employees may also be required to attend other training. The Princeton Technical Representative for this BOA will coordinate with Subcontractor the training schedule. Time spent by Subcontractor personnel attending PPPL directed training shall be billable to PPPL at the rates in Article V.

ARTICLE XIII- IDENTIFICATION BADGES

Each Subcontractor employee working on-site under this Subcontract will, upon successful completion of required "General Employee Training (GET) (See ARTICLE XII above), receive a Picture ID Badge. Those not requiring training (will be working on-site at PPPL less than 40 work hours during the next twelve months) will be issued daily badges ("one day" badges), by the PPPL entry gate Security Guard, a "one day" badge that may be disposed of at the end of the day. Prior to the final closeout of this BOA the Subcontractor will be responsible for the return of all Picture ID badges issued to their personnel and to personnel of their lower-tier Subcontractors. PPPL reserves the right to withhold final payment until such time that all assigned Picture badges have been properly returned to PPPL.

ARTICLE XIV - INSURANCE

An insurance certificate that conforms to the requirements of PPPL General Provisions Clause T4. TERMS AND CONDITIONS OF INSURANCE must be submitted by Subcontractor to PPPL for review and approval within ten calendar days after BOA award and must be approved by PPPL before any work may be performed under this BOA. The Liability and Professional insurance maintained as required by PPPL General Provisions Clause T4 Terms and Conditions of Insurance will include "The Trustees of Princeton University, including its officers, employees and agents and the U.S. Government shall be named as additional insured's."

ARTICLE XV - SUBCONTRACT DOCUMENTS

The following documents incorporated into and made a part of this Basic Ordering Agreement are listed in order of precedence.

1. Basic Ordering Agreement (BOA) **AGR-12345**
 - a. Part A- (Common Clauses) Noncommercial; Rev 22; April 2019.
 - b. Part F – Time & Materials or Labor-Hour Subcontracts, PPL-PD-F; Rev. 10; 05-2019
 - c. Part S- Service Contract Labor Standards-PPL-PD-S-Rev. 8; Sep 2022
 - d. Part T – Provisions for Work Performed on the PPPL Site, PPL-PD-T; Rev. 6; 06-2026
3. Princeton Plasma Physics Laboratory (PPPL) Statement of Work for "Hoisting and Rigging Support Services" CAT: A2: MEEQ_2_SOW_100: Revision 1: dated January 8, 2021 (BOA SCHEDULE B).

4. U.S. Department of Labor – Registration of Wage Determinations Under the Service Contract Act; SCA-2015-4193-Dated 8-12-2026 (BOA SCHEDULE C)
5. Offeror Pricing and Equipment Price List (BOA SCHEDULE D)

IN WITNESS WHEREOF, the Parties hereto have executed this Basic Ordering Agreement.

BATMAN & ROBIN CO:

THE TRUSTEES OF PRINCETON UNIVERSITY:

BY:_____

BY:_____

NAME:_____

NAME:_____

TITLE:_____

TITLE:_____

DATE:_____

DATE:_____