

BASIC ORDERING AGREEMENT BETWEEN Haworth Inc.

AND

Idaho National Laboratory
On Behalf of ICPT for the Department of Energy

BASIC ORDERING AGREEMENT

No. INL-BOA-009-01-2012

This Basic Ordering Agreement (BOA) between Haworth Inc. (Vendor, hereinafter "Seller") and [Contractor] is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes all items manufactured and/or distributed by Seller.
2. This Agreement is for the Department of Energy contractors named in the ICPT web site. (www.icpt.inl.gov) 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://icpt.inl.gov/t_and_c.html
4. The pricing is in accordance with Attachment A.

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. INL-BOA-009-01-2012 and Contractor-specific release or order number as required. The original term of this BOA is Two (2) years from the effective date of this BOA. Effective term of BOA is as follows September 1, 2012, through August 31, 2014.

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: Prompt payment discount or 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 PRICES

Contractor shall be entitled to purchase goods and services listed in Attachment A at the discounts set forth in the Agreement.

Prices set forth in Attachment A shall be fixed until August 31, 2014. Seller agrees to review annual ICPT spend on or before August 31, of each year to determine ICPT's discount to be offered in Attachment A. Effective September 1, of each year, the revised Attachment B will be offered to all Contractors at the discount below GSA pricing in effect at the time and shall remain fixed until August 31, of the next year.

All other items available through the Seller's catalog shall be priced in accordance with the Seller's GSA Schedule GS-28F-8014H (exp. Dec 31, 2013) in effect at the time of the order.

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. INL and/or the U.S. Government shall 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 from the date of the orders placed by the contractors under this BOA.

ARTICLE 4 - REPORTING

Seller shall report quarterly savings. 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. Idaho National Laboratory (INL) shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. INL 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. Benjamin Louderback
Idaho National Laboratory
1955 Fremont Ave.
Idaho Falls, ID 83415-1303

Mr. W. Rea Edmonson Jr.
Haworth Inc.
1601 Cloverfield Blvd. Suite 1000N
Santa Monica, CA 90404

ARTICLE 5 – SMALL BUSINESS RESELLER REQUIREMENTS

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. This will assist the contractors in meeting established socio-economic goals imposed by the Department of Energy. The Seller agrees to allow authorized dealers/resellers to sell to the Contractors at the ICPT agreed upon prices.

ARTICLE 6 - 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]	[CONTRACTOR]
BY:	BY:
TITLE:	TITLE:
DATE:	DATE: