

**BASIC ORDERING AGREEMENT BETWEEN**  
Haworth, Inc

**AND**

Battelle Memorial Institute Pacific Northwest Division Management & Operating Contractor of the  
U.S. Department of Energy's Pacific Northwest National Laboratory (PNNL)  
On Behalf of ICPT for the Department of Energy

**BASIC ORDERING AGREEMENT**

No. PNNL-ICPT-BOA-2018-024

This Basic Ordering Agreement (BOA) between Haworth, Inc. (hereinafter referred to as "Seller") and Battelle Memorial Institute, Pacific Northwest Division (hereinafter referred to as "Contractor") is entered into to provide products and services to 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 A.
5. General Terms and Conditions for Commercial Items and Services DOE Contractors (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 Agreement and shall be direct-billed accordingly.

**ARTICLE 1 - SCOPE OF WORK**

The original term of this BOA is two (2) years from the effective date of this BOA. Effective term of BOA is as follows 9/11/2018 through 9/10/2020.

**ARTICLE 2 - PERIOD OF PERFORMANCE (POP)**

The performance period of this BOA may be extended by two (1)-year periods prior to the expiration of the original period of performance. The exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by Contractor.

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 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 or 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 A at the fixed prices identified therein. The prices are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless mutually agreed upon by Seller and Contractor.

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 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 5 - ADMINISTRATIVE**

Contractor BOA Administrator's Address is as follows:

Ms. Brianna Yi  
Pacific Northwest National Laboratory  
MS J1-24  
P.O. Box 999  
Richland, WA 99352  
(509) 371-7742

Seller BOA Administrator's Address is as follows:

Mr. Jose Marquez  
Haworth, Inc.  
One Haworth Center  
Holland, MI 49423  
(858) 519-2696

All Orders placed hereunder shall reference this BOA No.: PNNL-ICPT-BOA-2018-024

## **ARTICLE 6 - REPORTING**

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. 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. Contractor shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. PNNL 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 socio-economic goals imposed by the Department of Energy.

## **ARTICLE 8 - SITE-SPECIFIC TERMS AND CONDITIONS**

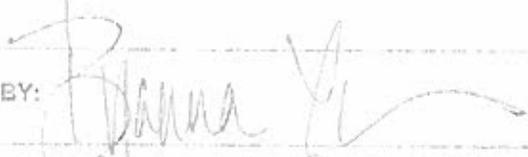
The Seller acknowledges that the Contractor may have requirements unique to its site, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an Order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

## **ARTICLE 9 - LIST OF ATTACHMENTS**

1. Attachment A - List of Products and/or Services with Pricing
2. Attachment B - Representations and Certifications, dated 8/1/2018
3. Attachment C - General Terms and Conditions for Commercial Items and Services DOE Contractors (4/2016)

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of Battelle Memorial Institute, PNWD signature date.

ACKNOWLEDGED AND CONFIRMED:

Haworth, Inc.	Battelle Memorial Institute, PNWD
BY: 	BY: 
TITLE: Director - BEE	TITLE: Contracts Specialist
DATE: September 14, 2018	DATE: September 16, 2018