

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER 11-21-2003		2. CONTRACT NO. (if any) GS-28F-8014H		6. SHIP TO:		
3. ORDER NO. DR-10-02-166, Mod #6		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: Joanna Lilley		
4. REQUISITION/REFERENCE NO. ADM-02-166		b. STREET ADDRESS Mail Stop TWFN 7-D24			c. CITY Washington	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center #2 Two White Flint North - MS T-712 Washington, DC 20555		7. TO:		d. STATE DC		e. ZIP CODE 20555
a. NAME OF CONTRACTOR Haworth, Inc.		b. COMPANY NAME Attn: Jim Christie		f. SHIP VIA		
c. STREET ADDRESS 1331 F Street, N.W., Suite 900		d. CITY Washington		e. STATE DC		f. ZIP CODE 20004
9. ACCOUNTING AND APPROPRIATION DATA Job Code: D2338 B&R No: 34015-511302 BOC: 252A Fund Source: X0200 OBLIGATED AMOUNT: \$10,000.00		10. REQUISITIONING OFFICE ADM				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE Stated on original		16. DISCOUNT TERMS Net 30 days
13. PLACE OF		FOR INFORMATION CALL: (No collect calls)				
a. INSPECTION		b. ACCEPTANCE		Elinor Cunningham 301-415-6580		

17. SCHEDULE (See reverse for Rejections)

See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Refer to Delivery Order DR-10-02-166, dated 9/25/2002 and subsequent modifications for Haworth furniture components and accessories and modify this order to (1) add funds in amount of \$10,000.00 for a new total of \$485,000.00, and (2) delete the NRC clause "Electronic Payment" listed in the original order and replace with FAR Clause 52.232.33 Payment by Electronic Funds Transfer. All other terms and conditions remains the same. PREVIOUS TOTAL.....\$475,000.00 INCREASED AMOUNT.....\$ 10,000.00 NEW TOTAL.....\$485,000.00 DUNS NUMBER: 152412508					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			SUBTOTAL	
	21. MAIL INVOICE TO:								17(h) TOTAL (Cont. pages)
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts								
	b. STREET ADDRESS (or P.O. Box) Mail Stop T-712								
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555		10,000.00		17(i) GRAND TOTAL	
22. UNITED STATES OF AMERICA BY (Signature) 					23. NAME (Typed) Elinor Cunningham TITLE: CONTRACTING/ORDERING OFFICER				

OPTIONAL FORM 347 (6/95)

A.1 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of

claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.