



**BEST VALUE
BLANKET PURCHASE AGREEMENT NO. NRC-HQ-11-A-10-0023
GSA FEDERAL SUPPLY SCHEDULE**

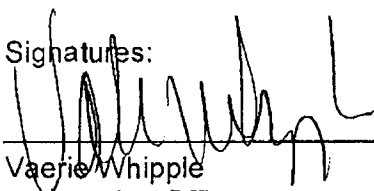
Pursuant to GSA Federal Supply Schedule Contract Number GS-27F-0043X and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), **ErgoGenesis, LLC** agrees to the following terms of a BPA EXCLUSIVELY WITH the **U.S. Nuclear Regulatory Commission (NRC)** to facilitate the acquisition of BodyBilt Task Chairs.

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers.

Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:



Valerie Whipple
Contracting Officer
U.S. Nuclear Regulatory Commission

8/19/11

DATE



Contractor Authorized Representative DATE

Ernest P. Nycz, General Counsel 8/18/2011

Title

ErgoGenesis, LLC

Company Name

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 22 2011

ADM002

A.1 DESCRIPTION OF AGREEMENT

Under this agreement, the BPA holder shall provide BodyBilt Task Chairs. The above services and/or supplies shall be provided when ordered by an authorized representative of the U.S. Nuclear Regulatory Commission (NRC) during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to NRC (including geographically separated units and operating locations) only.

A.2 TERM OF BPA

This BPA expires on 02-28-2016 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. Nuclear Regulatory Commission(NRC)/CO. The BPA holder is required to immediately notify, in writing, the NRC/Contracting Officer if at any time prior to 02-28-2016 the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the NRC Contracting Officer, this BPA may be canceled with 30 days written notice to the BPA holder by the NRC Contracting Officer.

A.3 PRICE/COST SCHEDULE

The following contract products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

CLIN NUMBER	MODEL	DESCRIPTION	MAXIMUM QUANTITY	UNIT PRICE	TOTAL BPA CEILING
0001	Model J2507-A-X-SS-B1-C1-Y1-4Arm-HDF-PB-SFS-CB1.5-C2M Staccato Fabric (Grade 1)	ErgoGenesis BodyBilt High Back Ergonomic Chair - Standard Cylinder - Grade 1 Fabric	1,700	\$446.00 + shipping	\$758,200.00

LEGEND:

A	Air Lumber
B1	26" Standard Base
C1	Standard Carpet Casters
Y1	Standard Cylinder
Y2	Short Cylinder
4Arm	4 Arm Standard
SS	Seat Slider
X	Reduced Pommel
PB	Plastic Back (Un-upholstered Chair Back)
FB	Forward Stop Tilt
HDF	High Density Foam
CB1.5	Custom Back Bar Bend 1.5 " forward
C2M	Casters
SFS	Sport Memory Foam (seat only)

Contractor shall package each chair in a carton for delivery. Shipping rates will be negotiated annually and will be included in each Task Order. All chairs shall be shipped at standard time of 28 days from receipt of call order.

****The Contractor shall provide a copy of any GSA approved rate changes to the NRC Contracting Officer and Project Officer within 24 hours of any rate change.** The NRC will not honor requests by the Contractor for rate changes once an order has been placed by the Project Officer. The NRC shall be notified in advance of all rate changes.

A.4 PLACE OF DELIVERY

The items to be furnished hereunder shall be delivered to:

U.S. Nuclear Regulatory Commission- Warehouse
5008 Boiling Brook Parkway
Attn: Consuela Nicholas, 301-415-1425 or Bruce Ridgely, 301-415-2161
Rockville, MD 20852

Delivery Received: 7:15am - 3:45pm (M-F)

A.5 DELIVERY TICKETS

Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information at a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Task/Delivery Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

A.6 OBLIGATION OF FUNDS

This BPA does not obligate any funds. Funds will be obligated under Task Orders issued by the Contracting Officer. The Government is obligated only to the extent of authorized call orders actually placed under BPA Task Orders by the authorized representative of the NRC. The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be 1,700 chairs.

A.7 ORDER FORMAT

Task Orders will be placed against this BPA via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Call Orders will be placed against BPA Task Orders via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual Call Order will describe the tasks, services and deliverables required.

A.8 PRICING

1. The GSA Schedule pricing has been determined fair and reasonable by the GSA. The prices included on the BPA list (or applicable "discounted" rates submitted in a proposal response to an RFQ resulting in award) that are in effect on the effective date of an order shall govern that order's basic performance period. With regard to any option years, which are later exercised, the proposed option year rates as incorporated into the order award are in effect until such time, if applicable, that the contractor has been authorized a rate increase culminating from a negotiation under the Economic Price Adjustment provision of their GSA Schedule. The BPA holder shall update the BPA price list within 24 hours of a change in their Schedule prices to insure that the BPA pricing remains current.

2. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the U.S. Nuclear Regulatory Commission Contracting Officer. When in effect, the new price list will be posted on the BPA holder's Internet site and made immediately available to all authorized potential BPA users. This BPA also allows for additional discounts if a "large order" is placed at one time. The 24-hour advance notice described above is not required for discounts offered for only an individual order. Whether an order is large enough to warrant such a discount is subject to the discretion of the BPA holder.

3. The BPA holder may also increase BPA prices at any time. Any BPA price increase shall not take effect until the U.S. Nuclear Regulatory Commission Contracting Officer receives written notification (U.S. mail, facsimile, or electronic-mail). In no event will the prices under this BPA exceed those on the applicable GSA schedule. Any order already issued shall not be affected by any change to BPA pricing. The prices offered under this BPA will undergo annual review by the U.S. Nuclear Regulatory Commission Contracting Officer.

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number(s) GS-27F-0043X ("Contract(s)"), a Blanket Purchase Agreement (BPA) is hereby established between ErgoGenesis, LLC and the U.S. Nuclear Regulatory Commission (NRC) under the terms and conditions of the above stated contract(s) and the following terms and conditions incorporated in this BPA.

A.9 ADMINISTRATIVE DATA

Primary Point of Contact:

Ernie Nycz, General Counsel



(Provide complete name, title,
corporate address, electronic
mail address and phone number)

ErgoGenesis, LLC

Phone: 927 377 8191

Email: enycz@ergogenesis.com

Address: One BodyBilt Place

Navasota, TX 7768

Alternate Point of Contact:

Are you a Small Business under NAIC Code 337214 (FAR PART 19.102)? YES X NO

Are you a Small Business Administration (SBA) certified Small Disadvantaged Business (SDB)? YES NO X

Are you a Woman-Owned Business? YES NO X

NAICS: 337214

PRODUCT SERVICE CODE: 7110

CAGE CODE: 3CWN3

DUNS NUMBER: 124632725

TIN: 043719728

Cognizant DCAA Office (Include
complete address):
(other auditing activity may be
listed)

A.10 AUTHORITY

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.405-3.

A.11 PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein.

A.12 TASK ORDERS

Delivery of services shall be implemented only if directed by an order. It is understood and agreed that the BPA holder shall provide Fixed-Price proposals when requested by the Contracting Officer (CO). The CO will issue Fixed Priced Task Orders upon completion of negotiations of contractor proposals.

A.13 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

A.14 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 15 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

A.15 AUTHORIZED USERS

Government Contracting Officers representing U.S. Nuclear Regulatory Commission (NRC) are the only users/representatives authorized to place task/delivery orders under this BPA. The Contracting Officer shall only be allowed to issue a task/delivery order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

A.16 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this BPA is:

Name: Consuela Nicholas

Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
Mail Stop: O-4-D15

Rockville, MD 20852

Telephone Number: (301) 415-1425
Email Address: Consuela.Nicholas@nrc.gov

The alternate project officer for this BPA is:

Name: Bruce Ridgely
Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
Mail Stop: O-4-D15
Rockville, MD 20852
Telephone Number: (301) 415-2161
Email Address: Bruce.Ridgely@nrc.gov

(b) The project officer shall:

- (1) Place call orders for items required under this BPA up to the amount obligated on the task order award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the BPA/task order.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the BPA/task order and make recommendations for approval, disapproval, or suspension.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this BPA.

A.17 PRECEDENCE

The Terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

A.18 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

A.19 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

A.20 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A. 21 GREEN PURCHASING (JUN 2011)

- (a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements.
<http://www.fedcenter.gov/programs/eo13514/>
- (b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

A. 22 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as specified in the Federal Supply Schedule contract and prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal—Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.