

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

BPA NO. NRC-HQ-11-A-10-0023

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1. DATE OF ORDER 8/19/2011		2. CONTRACT NO. (If any) GS27F0043X		6. SHIP TO:	
3. ORDER NO. NRC-HQ-11-0-10-0001		4. REQUISITION/REFERENCE NO. ADM-11-407 FAIMIS: 113896		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Nancy Lamon-Kritikos Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS 5008 Boiling Brook Parkway Attn: Consuela Nicholas, 301-415-1425/Bruce Ridgely, 301-415-21 BPA: NRC-HQ-11-A-10-0023, Order: NRC-HQ-11-0-10-0001	
				c. CITY Rockville	d. STATE MD
				e. ZIP CODE 20852	
7. TO:		f. SHIP VIA Delivery Received: 7:15am - 3:45pm (M-F)			
a. NAME OF CONTRACTOR ERGOGENESIS, LLC		8. TYPE OF ORDER			
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.			
c. STREET ADDRESS 1 BODYBILT PL					
d. CITY NAVASOTA	e. STATE TX	f. ZIP CODE 778683713			
9. ACCOUNTING AND APPROPRIATION DATA DUNS: 124632725 NAICS: 337214 PSC: 7110 FAIMIS: 113896 B&R: 2011-40-51-F-127 JC: D2336 BOC: 3121 APPN: 31X0200 Obligate: \$334,000.00		10. REQUISITIONING OFFICE ADM Consuela Nicholas, 301-415-1425			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input checked="" type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)					12. F.D.B. POINT Destination
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO. N/A	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 28 Days ARO
				16. DISCOUNT TERMS N/A	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Issuance of Delivery Order No. NRC-HQ-11-0-10-0001 under BPA No. NRC-HQ-11-A-10-0023 (issued under GS-27F-0043X) Title: BodyBilt Task Chairs Delivery Order Ceiling: \$334,000.00 Amount Obligated: \$334,000.00 *The NRC Project Officer may issue call orders for up to the amount presently obligated. Period of Performance: August 22, 2011 through Sept. 30, 2011 NRC Project Officer: Consuela Nicholas Phone: 301-415-1425; Email: Consuela.Nicholas@nrc.gov NRC Alternate Project Officer: Bruce Ridgely Phone: 301-415-2161; Email: Bruce.Ridgely@nrc.gov					

See CONTINUATION PAGE

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TDTAL (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue						
	c. CITY Denver	d. STATE CD	e. ZIP CODE 80235-2230		\$334,000.00		
22. UNITED STATES OF AMERICA BY (Signature)						23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 5/2011)
PRESCRIBED BY GSA/FAR 48 CFR 23.213(f)

TEMPLATE - ADM002

SUNSI REVIEW COMPLETE

ADM002

CONTINUATION PAGE

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

Signature:

A handwritten signature in black ink, appearing to be 'Ernest P. Nycz', written over a horizontal line.Name: Ernest P. NyczTitle: General Counsel, ErgoGenesis, LLCDate: August 18, 2011

A.1 PRICE/COST SCHEDULE

CLIN NUMBER	MODEL	DESCRIPTION	MAXIMUM QUANTITY	UNIT PRICE	TOTAL DELIVERY ORDER 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	745	\$446.00	\$334,000.00

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)

SHIPPING SCHEDULE AND RATES:

All chairs would be shipped at standard time of 28 days from receipt of call order. Chairs shall be shipped by contractor in a carton/box.

Shipping Charges are as follows:

SHIPPING QUANTITY	FIXED PRICE	FREIGHT COMPANY	NOTES
10 chairs	\$528.00	Fedex Freight	-
20 chairs	\$877.00	Fedex Freight	-
30 chairs	\$1,244.00	Fedex Freight	-
40 chairs	\$1,659.00	Addison Freight	Partial Truck
50 chairs	\$1,850.00	Addison Freight	Partial Truck
60 chairs	\$1,850.00	Addison Freight	Partial Truck
70 chairs	\$2,150.00	Addison Freight	Partial Truck
80 chairs	\$2,650.00	Addison Freight	Full Truck
90 chairs	\$2,650.00	Addison Freight	Full Truck
100 chairs	\$2,650.00	Addison Freight	Full Truck
110 chairs	\$2,650.00	Addison Freight	Full Truck
120 chairs	\$2,650.00	Addison Freight	Full Truck
132 chairs	\$2,650.00	Addison Freight	Full Truck

****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 a call order has been placed by the Project Officer. The NRC shall be notified in advance of all rate changes.**

A.2 PLACE OF DELIVERY

The items to be furnished hereunder shall be delivered to:

U.S. Nuclear Regulatory Commission- Warehouse
 5008 Boiling Brook Parkway
 Attn: Bruce Ridgely, 301-415-2161
 BPA: NRC-HQ-11-A-10-0023; Order: NRC-HQ-11-O-10-0001
 Rockville, MD 20852

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

A.3 DELIVERY ORDER PERIOD OF PERFORMANCE

The ordering period for this delivery order shall commence on August 22, 2011 and will expire on September 30, 2011. Any call orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

A.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDER

(a) The total estimated amount of this delivery order (ceiling) for the products ordered, delivered, and accepted under this delivery order is \$334,000.00.

(b) The amount presently obligated with respect to this delivery order is \$334,000.00. The NRC Contracting Officer or NRC Project Officer may issue orders for products up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the delivery order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this delivery order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE BPA

A.5 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.6 Other Applicable Clauses

[X] See Addendum for the following in full text (if checked)

[X] 52.216-18, Ordering

[X] 52.216-19, Order Limitations

[X] 52.216-22, Indefinite Quantity

[X] 52.217-6, Option for Increased Quantity

[] 52.217-7, Option for Increased Quantity Separately Priced Line Item

[X] 52.217-8, Option to Extend Services

[] 52.217-9, Option to Extend the Term of the Contract

A.7 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this delivery order shall be ordered by issuance of call orders by the NRC Contracting Officer or NRC Project Officer. Such orders may be issued from August 22, 2011 through September 30, 2011.

(b) All call orders are subject to the terms and conditions of this delivery order. In the event of conflict between a call order and this delivery order, the delivery order shall control.

(c) If mailed, a call order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

A.8 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this delivery order in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the delivery order.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$334,000.00;

(2) Any order for a combination of items in excess of \$334,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

A.9 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this delivery order.

(b) Delivery or performance shall be made only as authorized by call orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months from date of expiration.

A.10 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

A.11 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration date.

A.12 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

A.13 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.14 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

A.15 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.16 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. 17 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.