

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER 08-22-2005	2. CONTRACT NO. (if any) GS28F8049H	6. SHIP TO.		
3. ORDER NO. DR-10-05-436	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. ADM-05-436	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Warehouse	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Two White Flint North - MS T-7-1-2 ATTN: Contract Management Branch No. 1 Washington, DC 20555			b. STREET ADDRESS 500E Boiling Brook Parkway ATTN: Mr. Bruce Ridgely	c. CITY Rockville
			d. STATE MD	e. ZIP CODE 20852

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR HERMAN MILLER INC.	b. TYPE OF ORDER

b. COMPANY NAME	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 855 E MAIN AVE	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.	
d. CITY ZEELAND	e. STATE MI	f. ZIP CODE 494644137

9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: D2336 B&R NO: 54015-5B2306 BOC: 3121 FUND SOURCE: 31X0200	\$5,000.00	10. REQUISITIONING OFFICE ADM
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT Origin
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS	

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Stated below	16. DISCOUNT TERMS Net 30
a. INSPECTION	b. ACCEPTANCE			

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)
	The U.S. Nuclear Regulatory Commission is establishing an Indefinite-Delivery/Indefinite Quantity Delivery Order for Herman Miller Orthopedic Chairs for Model Nos. AE123AWA, AE123AWB and AE123AWC Finish: Graphite Fabric: 3D14, 3D15 and 3D01. MINIMUM ORDER for the above orthopedic chairs: 25 MAXIMUM ORDER: 50 orthopedic chairs per year BASE YEAR:					
1	Herman Miller Orthopedic Chair for Model No: AE123AWA Estimated Quantity				\$8,521.42	
2	Herman Miller Orthopedic Chair for Model No: AE123AWB Estimated Quantity				\$6,521.42	
3	Herman Miller Orthopedic Chair for Model No: AE123AWC Estimated Quantity				\$8,020.16	
	TOTAL AMOUNT FOR THE BASE YEAR: \$25,063.00					
	(CONTINUED ON NEXT PAGE)					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$25,063.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME U.S. Nuclear Regulatory Commission Attn: Payment Team, Mail Stop T-9-H-4				
	b. STREET ADDRESS (or P.O. Box) DR-10-05-436 (SUBMIT INVOICES IN DUPLICATE)	c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	75,189.00

22. UNITED STATES OF AMERICA BY (Signature): <i>Carolyn A. Cooper</i>	23. NAME (Typed) Carolyn A. Cooper Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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OPTIONAL FORM 347 (REV. 3/2005) PRESCRIBED BY GSA/FAR 48 CFR 83.213(a)

		ESTIMATED QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
OPTION YEAR 1					
4.	Herman Miller Orthopedic Chair Model No. AE123AWA				\$8,521.42
5.	Herman Miller Orthopedic Chair Model No. AE123AWB				\$8,521.42
6.	Herman Miller Orthopedic Chair Model No. AE123AWC				\$8,020.16
TOTAL AMOUNT FOR OPTION YEAR 1					\$25,063.00
OPTION YEAR 2					
7.	Herman Miller Orthopedic Chair Model No. AE123AWA				\$8,521.42
8.	Herman Miller Orthopedic Chair Model No. AE123AWB				\$8,521.42
9.	Herman Miller Orthopedic Chair Model No. AE123AWC				\$8,020.16
TOTAL AMOUNT FOR OPTION YEAR 2					\$25,063.00
TOTAL AMOUNT FOR THE BASE YEAR AND OPTION YEARS					\$75,189.00

PERIOD OF PERFORMANCE: Base Year is August 22, 2005 through August 21, 2006, with two (2) one-year options.

Delivery Orders up to the maximum quantities may be placed by the NRC Project Officer during the base year and option year periods. Delivery orders placed by the NRC Project Officer may be verbal, but must be confirmed in writing via facsimile or a mail and sent to the Contractor within two (2) calendar days after placing the call.

The Government is obligated only to the extent of authorized calls made under the IDIQ Delivery Order with the terms and conditions specified in the GSA schedule.

NRC reserve the right to exercise option year periods.

NRC Project Officer: Bruce Ridgely, 301-415-2161

A.1 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

52.217-6, Option for Increased Quantity

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

52.217-8, Option to Extend Services

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

A.2 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.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date through the expiration date.

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

(c) If mailed, a delivery order or task 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.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 25 items, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of ceiling amount;

(2) Any order for a combination of items in excess of ceiling amount;

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services 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 contract.

(b) Delivery or performance shall be made only as authorized by 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 30 days after expiration date.

A.6 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$25,063.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$5,000.00. The Contracting Officer may issue orders for work 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 contract. The obligated

amount shall, at no time, exceed the contract 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**A.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL
YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.