

# ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

|   |  |  |  |  |   |
|---|--|--|--|--|---|
| 1. DATE OF ORDER<br><b>JAN 14 2008</b>  |  | 2. CONTRACT NO. (if any)<br>GS28F8049H                       |  | 6. SHIP TO:  |   |
| 3. ORDER NO.<br>NRC-DR-10-08-389  |  | MODIFICATION NO.   |  | a. NAME OF CONSIGNEE<br>U.S. Nuclear Regulatory Commission   |   |
| 5. ISSUING OFFICE (Address correspondence to)<br>U.S. Nuclear Regulatory Commission<br>Div. of Contracts<br>Attn: James Leedom<br>Mail Stop T-7-I-2<br>Washington, DC 20555   |  | 4. REQUISITION/REFERENCE NO.<br>ADM-08-389                   |  | b. STREET ADDRESS<br>Warehouse<br>M/F: Bruce Ridgely<br>5008 Boiling Brook Parkway   |   |
| 7. TO:  |  | c. CITY<br>Rockville   |  | d. STATE<br>MD   | e. ZIP CODE<br>20852  |
| a. NAME OF CONTRACTOR<br>HERMAN MILLER, INC.<br>c/o: American Office - DC   |  | b. COMPANY NAME  |  | f. SHIP VIA  |   |
| c. STREET ADDRESS<br>855 E MAIN AVE   |  | d. CITY<br>ZEELAND   |  | e. STATE<br>MI   | f. ZIP CODE<br>494641372  |
| 9. ACCOUNTING AND APPROPRIATION DATA<br>84015-5AA303 D2336 3121 x0200 Obligate \$10,000.00<br>DUNS# 006012801<br>FFS# ADM-08-389  |  | 10. REQUISITIONING OFFICE<br>ADM<br>Office of Administration |  | 8. TYPE OF ORDER<br><input type="checkbox"/> a. PURCHASE<br><input checked="" type="checkbox"/> b. DELIVERY<br>REFERENCE YOUR<br>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.<br>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. |   |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))<br><input type="checkbox"/> a. SMALL<br><input checked="" type="checkbox"/> b. OTHER THAN SMALL<br><input type="checkbox"/> c. DISADVANTAGED<br><input type="checkbox"/> d. WOMEN-OWNED<br><input type="checkbox"/> e. HUBZone<br><input type="checkbox"/> f. EMERGING SMALL BUSINESS<br><input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED |  |  |  | 12. F.O.B. POINT<br>Destination  |   |
| 13. PLACE OF<br>a. INSPECTION<br>NRC Warehouse  |  | b. ACCEPTANCE<br>NRC Warehouse                               |  | 14. GOVERNMENT B/L NO.<br>N/A  | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)<br>As requested by P.O. |
|   |  |  |  | 16. DISCOUNT TERMS<br>N/A  |   |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO.<br>(a) | SUPPLIES OR SERVICES<br>(b)   | QUANTITY ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY ACCEPTED<br>(g) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
|                 | <p>The purpose of this IDIQ Delivery Order is to provide the Herman Miller Aeron chair to all current and future NRC locations. (see attached pages for details)</p> <p>The last order shall be placed no later than 01/10/2013.</p> <p>The NRC is not obligated to order more than \$2,591.00 in Aeron chairs. The maximum ordering amount shall not exceed \$129,560.00. This can be any combination of the Aeron chairs listed in the Requirements section.</p> <p>The Contractor shall not deliver any units until the NRC Project Officer places an order.</p> <p>FAR Clause 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984) listed on page # applies.</p> <p>This order obligates funds in the amount of \$10,000.00.</p> |                         |             |                   |               |                          |

|   |  |                           |                      |  |             |
|---|--|---------------------------|----------------------|--|-------------|
| 18. SHIPPING POINT  |  | 19. GROSS SHIPPING WEIGHT |                      | 20. INVOICE NO.  |             |
| 21. MAIL INVOICE TO:  |  |                           |                      |  |             |
| a. NAME<br>U.S. Nuclear Regulatory Commission<br>Division of Contracts, Mail Stop T-7-I-2 |  |                           |                      |  |             |
| b. STREET ADDRESS (or P.O. Box)<br>Attn: NRC-DR-10-08-389                                 |  |                           |                      |  |             |
| c. CITY<br>Washington   |  | d. STATE<br>DC            | e. ZIP CODE<br>20555 |  | \$10,000.00 |
| 22. UNITED STATES OF AMERICA<br>BY (Signature)<br>  |  |                           |                      | 23. NAME (Typed)<br>Romena Moy<br>Contracting Officer<br>TITLE: CONTRACTING/ORDERING OFFICER |             |

17(h)  
TOTAL  
(Cont. pages)

17(i).  
GRAND TOTAL

## 1) Requirements:

**Herman Miller Aeron Chair**

Model: Aeron Work Chair (#AE123AWA, AE123AWB, AE123AWC)  
 Back Support: AJ – adjustable lumbar support  
 Finish: G1 - graphite  
 Casters/Glides: BB – 2 1/2” hard caster, black yoke, carpet  
 Arm Pad Finish: BK - black  
 Fabric: 3D14 – Pellicle classic steel  
 Price: [REDACTED]

Model: Aeron Work Chair (#AE123AWA, AE123AWB, AE123AWC)  
 Back Support: AJ – adjustable lumbar support  
 Finish: G1 - graphite  
 Casters/Glides: BB – 2 1/2” hard caster, black yoke, carpet  
 Arm Pad Finish: BK - black  
 Fabric: 3D15 – Pellicle classic platinum  
 Price: [REDACTED]

Model: Aeron Work Chair (#AE123AWA, AE123AWB, AE123AWC)  
 Back Support: AJ – adjustable lumbar support  
 Finish: G1 - graphite  
 Casters/Glides: BB – 2 1/2” hard caster, black yoke, carpet  
 Arm Pad Finish: BK - black  
 Fabric: 3D01 – Pellicle classic carbon  
 Price: [REDACTED]

## 2) Period of Performance: January 11, 2008 – January 10, 2013

GSA schedule GS-28F-8049H expires on 06/30/08, but the contract contains Evergreen Clause (I-FSS-163 Option to Extend the Term of the Contract). The Nuclear Regulatory Commission (NRC) expects this clause to be executed, and the contract extended.

## 3) Minimum and Maximum requirements are as follows and can consist of any combination of units listed under the Requirements section:

|                          |                     |
|--------------------------|---------------------|
|                          | <b><u>Total</u></b> |
| Minimum Ordering Amount: | \$ 2,591.00         |
| Maximum Ordering Amount: | \$129,560.00        |

4) Orders up to the maximum quantities may be placed by the NRC Project Officer during the contract performance period. Delivery orders placed by the NRC Project Officer may be verbal, but must be confirmed in writing via facsimile or e-mail and sent to the Contractor within two (2) calendar days after placing the call. The Project Officer for this contract is: Bruce Ridgely (301) 415-2161; [BBR@nrc.gov](mailto:BBR@nrc.gov).

5) The contractor shall provide a copy of any GSA approved rate changes to the Contract Specialist within ten (10) days of the rate change. The Nuclear Regulatory Commission (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.

6) The following is a summary of NRC obligations from the date of award. The Contractor shall not exceed this obligated amount:

|  |              |
|--|--------------|
| Current Obligations...                 | \$ 10,000.00 |
| Cumulative Total of NRC Obligations... | \$ 10,000.00 |

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 the current funding amount of \$10,000.00 (This can be any combination of models listed under Requirements). The Government's obligation for performance of this contract beyond that quantity 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 the current funding amount of \$10,000.00 (This can be any combination of models listed under Requirements), 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.

8) Ship-To Addresses:

NRC Warehouse  
M/F: Bruce Ridgely  
5008 Boiling Brook Parkway  
Rockville, MD 20852-2738

**A.1 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 \$129,560.00. 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 \$2,591.00. 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.2 Other Applicable Clauses**

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

52.216-18, Ordering

52.216-19, Order Limitations

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

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

**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 of the contract through the end of the effective period.

(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 \$0, 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 \$129,560.00;

(2) Any order for a combination of items in excess of \$129,560.00; or

(3) A series of orders from the same ordering office within 1 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.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 after 01/10/2013.

#### **A.6 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

#### **A.7 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

## **A.8 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.9 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.

(End of Clause)