

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO. NRC-HQ-11-A-10-0015

1. DATE OF ORDER 05/09/2011		2. CONTRACT NO. (if any) GS-28F-0031R		6. SHIP TO:	
3. ORDER NO. NRC-HQ-11-O-10-0001		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission- Warehouse	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jennifer A. DeFino, 301-492-3637 Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 10-10-1231 FAIMIS: 112535		b. STREET ADDRESS 5008 Boiling Brook Parkway Attn: Bruce Ridgely, 301-415-2161 BPA: NRC-HQ-11-A-10-0015; Order: NRC-HQ-11-O-10-0001	
7. TO:		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
a. NAME OF CONTRACTOR PRICE MODERN LLC PRICE MODERN OF WASHINGTON		f. SHIP VIA Delivery Received: 7:15am - 3:45pm (M-F)		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 2604 SISSON ST STE 1		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.	
d. CITY BALTIMORE	e. STATE MD	f. ZIP CODE 212113189			
9. ACCOUNTING AND APPROPRIATION DATA B&R: 2011-40-51-F-127 JCN: D2336 BOC: 3121 APPR NO: X0200 FAIMIS: 112535 DUNS: 003073525 NAICS: 337214 PSC: 7110 OBLIGATE: \$90,000.00		10. REQUISITIONING OFFICE Bruce Ridgely, 301-415-2161			

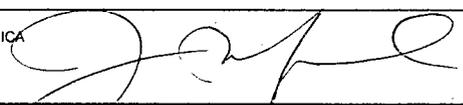
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input 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) UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination	N/A	30 Days ARO	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)
	<p>Issuance of Delivery Order No. NRC-HQ-11-O-10-0001 under BPA No. NRC-HQ-11-A-10-0015 (issued under GS-28F-0031R)</p> <p>Title: Haworth Improv M600-2100 Side Chairs</p> <p>Delivery Order Ceiling: \$99,747.20 Amount Obligated: \$90,000.00 *The NRC Project Officer may issue call orders for up to the amount presently obligated.</p> <p>Period of Performance: May 15, 2011 through Sept. 30, 2011</p> <p>NRC Project Officer: Bruce Ridgely Phone: 301-415-2161; Email: Bruce.Ridgely@nrc.gov</p>				See CONTINUATION Page	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
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 CO	e. ZIP CODE 80235-2230		
SEE BILLING INSTRUCTIONS ON REVERSE					17(h) TOTAL (Cont. pages)
					17(i). GRAND TOTAL \$99,747.20

22. UNITED STATES OF AMERICA
BY (Signature)



23. NAME (Typed)
Jennifer A. DeFino
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

Table of Contents

A.1 PRICE/COST SCHEDULE	3
A.2 PLACE OF DELIVERY	3
A.3 DELIVERY ORDER PERIOD OF PERFORMANCE	3
A.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDER	3
DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT.....	4
A.5 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20	4
A.6 Other Applicable Clauses	4
A.7 52.216-18 ORDERING (OCT 1995).....	4
A.8 52.216-19 ORDER LIMITATIONS (OCT 1995).....	4
A.9 52.216-22 INDEFINITE QUANTITY (OCT 1995).....	5
A.10 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989).....	5
A.11 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	5
A.12 SEAT BELTS.....	5
A.13 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007).....	6

A.1 PRICE/COST SCHEDULE

CLIN	MODEL NUMBER	DESCRIPTION	MAXIMUM QUANTITY	UNIT PRICE	TOTAL BPA CEILING
0001	M600-2100	Haworth Improv Side Chair 4-Leg Stacker, No Arms, Poly Outer Fabric: Maharam Akimbo 464770 007 Hearth			

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.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-10-0015; 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 May 15, 2011 and will expire on September 30, 2011. Any 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 \$99,747.20.

(b) The amount presently obligated with respect to this delivery order is \$90,000.00. 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**

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.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 May 15, 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 contract 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 contract.

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

(1) Any order for a single item in excess of \$99,747.20;

(2) Any order for a combination of items in excess of \$99,747.20; 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 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 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 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.