ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 of 10

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

1. DATE OF ORDER: 8/12/2011
2. CONTRACT NO. (If any): GS27F0043X
3. ORDER NO. / MODIFICATION NO.: NRC-HQ-11-F-10-0001
4. REQUISITION/REFERENCE NO.: ADM-11-349

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

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS: Attn: Bruce Ridgely, 301-415-2161
5008 Boiling Brook Parkway
c. CITY: Rockville
d. STATE: MD
e. ZIP CODE: 20852

7. TO:
a. NAME OF CONTRACTOR: ERGOGENESIS, LLC
b. COMPANY NAME:
c. STREET ADDRESS: 1 BODYBILT PL
d. CITY: NAVASOTA
e. STATE: TX
f. ZIP CODE: 778683713

f. SHIP VIA:

8. TYPE OF ORDER
[ ] a. PURCHASE
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.
[X] b. DELIVERY
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.

9. ACCOUNTING AND APPROPRIATION DATA
DUNS: 124632725 NAICS: 337214 SVC: 7110 FAIMIS: 113231
B&R: 2011-40-51-F-127 JC: D2336 BOC: 3121 APPN: 31X0200
Obligate: $20,000.00

10. REQUISITIONING OFFICE: ADM

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [X] e. HUBZone
[ ] f. SERVICE-DISABLED VETERAN-OWNED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM [ ] h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION: NRC Warehouse
b. ACCEPTANCE: NRC Warehouse

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): 4 weeks ARO

16. DISCOUNT TERMS:

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)
	The US Nuclear Regulatory Commission (NRC) is establishing an Indefinite Delivery Indefinite Quantity (IDIQ) delivery order with Ergogenesis for orthopedic chairs. The project officer for this effort will be Bruce Ridgely. He can be reached at 301-415-2161 or via email at Bruce.Ridgely@nrc.gov. The alternate project officer for this effort will be Consuela Nicholas. She can be reached at 301-415-1425 or via email at Consuela.Nicholas@nrc.gov. The minimum order quantity associated with this IDIQ is five chairs, and the maximum order quantity is 180 chairs. Orders may be issued by the project officer orally, by facsimile, or by electronic commerce methods. This IDIQ will have a period of performance of three (3) years, one (1) month, and fourteen (14) days, starting on August 16, 2011 and shall not exceed September 30, 2014. See page three (3) for a breakdown of model numbers, pricing, description and time period. The contractor shall notify the project officer, Bruce Ridgely, or the alternate project officer, Consuela Nicholas, within 10 days of an approved GSA price increase.		See	CONTINUATION page		

SEE BILLING INSTRUCTIONS SPECIFIED IN ATTACHED TERMS & CONTINUATION

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

17(h) TOTAL (Cont. pages):
17(i). GRAND TOTAL:

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

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 15 2011

OPTIONAL FORM 347 (REV. 2/2007)
PRESCRIBED BY GSA FAR 53.213(f)

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: _____

Name: Ernest P. Nycz

Title: General Counsel

Date: August 12, 2011

Period of Performance: August 16, 2011 – September 30, 2014

CLIN NUMBER	MODEL	Description	UNIT PRICE
0001	Model J2507-A-X-SS-B1-C1/C2-Y1-4Arm-HDF- PB - Staccato (or any Grade 1) Fabric	BodyBilt High Back Ergonomic Chair - Standard Cylinder - Grade 1 Fabric	$446.00
0002	Model J2507-X-SS-B1-C1/C2-Y1-4Arm-HDF-PB- Calcine Gray Stacatto (or any Grade 1) Fabric	BodyBilt High Back Ergonomic Chair - Standard Cylinder	$541.96
0003	Model J2507-X-SS-B1-C1/C2-Y2-4Arm-HDF-PB - Calcine Gray Stacatto (or any Grade 1) Fabric	BodyBilt High Back Ergonomic Chair - Short Cylinder	$541.96
0004	Model J2509-X-SS-B1-C1/C2-Y1-4Arm-HDF-PB - Calcine Gray Stacatto (or any Grade 1) Fabric	BodyBilt Executive Back with Stretch Seat - Standard Cylinder	$618.50
0005	Model J2509-X-SS-B1-C1/C2-Y2-4Arm-HDF-PB - Calcine Gray Stacatto (or any Grade 1) Fabric	BodyBilt Executive Back with Stretch Seat - Short Cylinder	$618.50
0006	Model J2504-X-SS-B1-C1/C2-Y1-4Arm-HDF-PB- Calcine Gray Stacatto (or any Grade 1) Fabric	BodyBilt Executive Back with Large Seat - Standard Cylinder	$687.22
0007	Model J2504-X-SS-B1-C1/C2-Y2-4Arm-HDF-PB - Calcine Gray Stacatto (or any Grade 1) Fabric	BodyBilt Executive Back with Large Seat - Short Cylinder	$687.22
0008	Model J3504-X-SSB1-C1/C2-Y1-4Arm-HDF-PB- Calcine Gray Stacatto (or any Grade 1) Fabric	BodyBilt Executive Back with Large Seat - Standard Cylinder with Neckroll	$757.51
0009	Model J3504-X-SS-B1-C1/C2-Y2-4Arm-HDF-PB- Calcine Gray Stacatto (or any Grade 1) Fabric	BodyBilt Executive Back with Large Seat - Short Cylinder with Neckroll	$757.51

LEGEND

B1	26" Standard Base
C1	Standard Carpet Casters
C2	Hard Floor 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
A	Air Lumbar Support
HDF	High Density Foam

Shipping Schedule and Rates:

All chairs would be shipped at standard time of 28 days from receipt of delivery order.

Shipping Charges – all shipped via FedEx as follows:

1 chair via FedEx	$90.00
2 chairs via FedEx	$141.00
3 chairs via FedEx	$215.00
4 chairs via FedEx	$285.00
5 chairs via FedEx	$335.00
6 chairs via FedEx	$360.00
7 chairs via FedEx	$420.00
8 chairs via FedEx	$480.00
9 chairs via FedEx	$515.00
10 chairs via FedEx	$528.00
15 chairs via FedEx	$681.00
20 chairs via FedEx	$908.00

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.1 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 August 16, 2011 through September 30, 2014.

(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.2 2052.215-72 PROJECT OFFICER AUTHORITY ALTERNATE 1 (FEBRUARY 2004)

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

Name: Bruce Ridgley

Address: US NRC Mail Stop: 4D15
Washington DC, 20555

Telephone Number: 301-415-2161

The alternate project officer for this contract is:

Name: Consuela Nicholas

Address: US NRC Mail Stop: 4D15
Washington DC, 20555

Telephone Number: 301-415-1425

(b) The project officer or alternate shall:

(1) Place delivery orders for items required under this contract.

(2) Monitor contractor performance and recommend to the contracting officer changes in requirements.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

A.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.4 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on August 16, 2011 and will expire September 30, 2014.

A.5 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 $200,000.00. 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 $20,000.00. 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.6 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 6 months after contract expiration.

A.7 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.8 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.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.

A.10 PROHIBITON 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.11 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.12 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.13 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 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. If provided services, included the dates that the services were provided. IMPORTANT!

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 byparcel 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.