

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 8

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

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

1. DATE OF ORDER 3/21/2013		2. CONTRACT NO. (If any) GS27F0043X		6. SHIP TO:	
3. ORDER NO. NRC-HQ-13-O-10-0003		4. REQUISITION/REFERENCE NO. ADM-13-118		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 See <del>B-3</del> Place of Delivery A.3	
7. TO:		c. CITY		d. STATE	e. ZIP CODE
a. NAME OF CONTRACTOR ERGOGENESIS, LLC		DUNS: 124632725		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER			
c. STREET ADDRESS 1 BODYBILT PL		<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.	
d. CITY NAVASOTA	e. STATE TX	f. ZIP CODE 778683713			
9. ACCOUNTING AND APPROPRIATION DATA DUNS: 124632725 NAICS: 337214 PSC: 7110 FAIMIS: 130604 B&R: 2013-40-51-F-127 JC: D2336 BOC: 3121 APPN: 31X0200 <b>Obligate: \$40,000.00</b>		10. REQUISITIONING OFFICE ADM Consuelo Nicholas, 301-415-1425			
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) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination		b. ACCEPTANCE Destination		28 Days A.R.O.	
		N/A		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-13-O-10-0003 under BPA No. NRC-HQ-11-A-10-0023 (issued under GS-27F-0043X)  <b>Title:</b> BodyBilt Task Chairs  <b>Delivery Order Ceiling:</b> \$58,056.64 <b>Amount Obligated:</b> \$40,000.00 *The NRC Project Officer may issue call orders for up to the amount presently obligated.  <b>Period of Performance:</b> Date of Order (see block 1) through Sept. 30, 2013  <b>NRC Project Officer:</b> Consuelo Nicholas Phone: 301-415-1425; Email: <a href="mailto:Consuelo.Nicholas@nrc.gov">Consuelo.Nicholas@nrc.gov</a>					

SEE CONTINUATION PAGE

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov					
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue				PHONE: FAX:	
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		
SEE BILLING INSTRUCTIONS ON REVERSE				\$40,000.00	

17(h)  
TOTAL  
(Cont.  
pages)

17(i).  
GRAND  
TOTAL

22. UNITED STATES OF AMERICA BY (Signature) <i>Donna Berkowitz</i>	23. NAME (Typed) <i>Donna Berkowitz</i>
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TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITIONS UNAVAILABLE  
TEMPLATE - ADM001

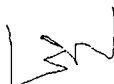
SUNSI REVIEW COMPLETE

OPTIONAL FORM 447 (REV. 2/2012)  
GSA/FAR 48 CFR 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:



Ernest P. Nycz  
2013.03.21  
10:46:27 -05'00'

Signature: \_\_\_\_\_

Name: Ernest P. Nycz

Title: General Counsel, ErgoGenesis, LLC

Date: 3/21/3012

## A.1 FSS-BPA TERMS AND CONDITIONS

This order is subject to the terms referenced in BPA NRC-HQ-11-A-10-0023 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS27F0043X.

## A.2 PRICE/COST SCHEDULE

Call orders may be placed by the Project Officer up to the limits defined below, subject to the amount presently obligated. Orders may be issued by mail, facsimile, or electronic commerce methods.

CLIN NUMBER	ITEM	DESCRIPTION	MAXIMUM QUANTITY	UNIT PRICE	TOTAL
0001	Model J2507-A-X-SS-B1-C1-Y1-4 Arm-HDF-PB-SFS-CB1.5- C2M Staccato Fabric (Grade 1)	ErgoGenesis BodyBilt High Back Ergonomic Chair - Standard Cylinder - Grade 1 Fabric			
0002	Model J757-A-X-SS-B2- F1-4Arm-SFS-CB1.5-Stacc ato Fabric (Grade 1) with C2, C3, C5 or C8	ErgoGenesis Task Back Stool with Mildly Contoured Seat – Tall Cylinder – Grade 1 Fabric			
	Shipping		Varies	See rates below	
Total Delivery Order Ceiling:					\$58,056.64

### LEGEND:

A	Air Lumber
B1	26" Standard Base
B2	27" Base
C1	Standard Carpet Casters
C2	Standard Hard Floor Casters
F1	Footring with Tall Cylinder
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

<b>SFS</b>	Sport Memory Foam (seat only)
<b>C3</b>	Glides
<b>C5</b>	Occupied Braking Casters
<b>C8</b>	Unoccupied Braking Casters

#### SHIPPING SCHEDULE AND RATES:

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

Shipping Charges to Lisle, Illinois are as follows:

SHIPPING QUANTITY	FIXED PRICE	FREIGHT COMPANY	NOTES
1 Stools		Estes Express	-

Shipping Charges to Rockville Maryland are as follows:

SHIPPING QUANTITY	FIXED PRICE	FREIGHT COMPANY	NOTES
1 Stools	3	Estes Express	-
1 chairs		FedEx Freight Economy	-
1 chairs		FedEx Freight Economy	-
1 chairs		FedEx Freight Economy	-
1 chairs		Addison Freight	Partial Truck
1 chairs		Addison Freight	Partial Truck
1 chairs		Addison Freight	Partial Truck
1 chairs		Addison Freight	Full Truck
1 chairs		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.3 PLACE OF DELIVERY

The contractor shall ship the items to the delivery address specified in each call order and shall coordinate each delivery in advance with the shipping coordinator specified in the call order. If no shipping coordinator is specified, the

delivery shall be coordinated in advance with the NRC Project Officer. All shipments shall reference BPA: NRC-HQ-11-A-10-0023, Order: NRC-HQ-13-O-10-0003. All delivery addresses will be within the United States.

#### **A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)**

This order shall commence on date of award and will expire on 09-30-2013. Any call orders issued during this period shall be completed within the time specified in the call order, unless otherwise specified herein. (See 52.216-18 - Ordering).

#### **A.5 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (AUG 2011)**

(a) The ceiling of this order for supplies is \$58,056.64.

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this order is \$40,000.00. The obligated amount shall, at no time, exceed the 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 order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

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

#### **A.7 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of call orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 09-30-2013.

(b) All call orders are subject to the terms and conditions of this task order. In the event of conflict between a call order and this task order, the task 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 \$58,056.64;

(2) Any order for a combination of items in excess of \$58,056.64; 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 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 .

#### **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 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.13 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (AUG 2011)**

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.14 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.