

**ORDER FOR SUPPLIES OR SERVICES**

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

|                                     |  |  |
|-------------------------------------|--|--|
| 1. DATE OF ORDER<br>03/24/2015      | 2. CONTRACT NO. (If any)<br>GS27F0043X NRC-HQ-11-A-10-0023 | 6. SHIP TO:<br>a. NAME OF CONSIGNEE<br>See A.3 Place of Delivery |
| 3. ORDER NO.<br>NRC-HQ-40-15-O-0001 | 4. REQUISITION/REFERENCE NO.<br>ADM-15-0069 ADM-15-0103    |  |

|   |                   |                      |
|---|-------------------|----------------------|
| 5. ISSUING OFFICE (Address correspondence to)<br>U.S. NRC - HQ<br>Acquisition Management Division<br>Mail Stop: TWFN-5E03<br>Washington DC 20555-0001 | b. STREET ADDRESS |                      |
|   | c. CITY           | d. STATE e. ZIP CODE |

|   |                          |   |   |
|---|--------------------------|---|---|
| 7. TO:<br>a. NAME OF CONTRACTOR<br>ERGOGENESIS, LLC |                          | f. SHIP VIA   |   |
| b. COMPANY NAME                                     |                          | 8. TYPE OF ORDER  |   |
| c. STREET ADDRESS<br>1 BODYBILT PL                  |                          | <input type="checkbox"/> a. PURCHASE  | <input checked="" type="checkbox"/> b. DELIVERY |
| d. CITY<br>NAVASOTA                                 |                          | REFERENCE YOUR:<br><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.                                 |   |
| e. STATE<br>TX                                      | f. ZIP CODE<br>778683713 | 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<br>2015-X0200-FEEBASED-40-40D001-51-F-127-D2336 | 10. REQUISITIONING OFFICE<br>Office of Administration |
|--|---|

|  |  |                  |
|--|--|------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))  |  | 12. F.O.B. POINT |
| <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<br><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 |  | Destination      |

|                              |                              |                        |   |                    |
|------------------------------|------------------------------|------------------------|---|--------------------|
| 13. PLACE OF                 |                              | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | 16. DISCOUNT TERMS |
| a. INSPECTION<br>Destination | b. ACCEPTANCE<br>Destination | N/A                    | 28 Days A.R.O.                                  | 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) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
|                 | Accounting Info:<br>REQ ADM-15-0069: Obligate \$27,507.00<br>REQ ADM-15-0103: Obligate \$ 5,299.80<br><br>Total Amount Obligated: \$32,806.80<br>Total Ceiling Amount: \$32,806.80<br>Period of Performance: 3/24/2015 - 7/31/2015<br>See Page 2 for more information. |                         |             |                   |               |                          |

|  |                           |                 |                                 |
|--|---------------------------|-----------------|---------------------------------|
| 18. SHIPPING POINT   | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | 17(h)<br>TOTAL<br>(Cont. pages) |
| 21. MAIL INVOICE TO:   |                           |                 |                                 |
| a. NAME U.S. Nuclear Regulatory Commission<br>EMAIL: NRCPAYMENTS@NRC.GOV |                           | \$0.00          |                                 |
| b. STREET ADDRESS One White Flint North<br>(or P.O. Box)                 |                           |                 |                                 |
| c. CITY  | d. STATE                  | e. ZIP CODE     | 17(i)<br>GRAND<br>TOTAL         |
|  |                           |                 | \$32,806.80                     |

|   |   |
|---|---|
| 22. UNITED STATES OF AMERICA BY (Signature)<br> | 23. NAME (Typed)<br>ASHLEE BUSHELL<br>TITLE: CONTRACTING/ORDERING OFFICER |
|---|---|

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OPTIONAL FORM 347 (Rev. 2/2012)  
Prescribed by GSA/FAR 48 CFR 53.213(f)

**SUNSI REVIEW COMPLETE**

**TEMPLATE - ADM001**

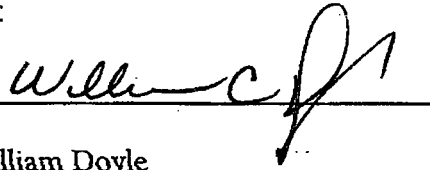
APR 13 2015

**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: William Doyle

Title: Vice President

Date: April 10, 2015

**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 Contracting Officer's Representative (COR) 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-Y1-4Arm-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-Staccato Fabric (Grade 1) with C2, C3, C5 or C8 | ErgoGenesis Task Back Stool with Mildly Contoured Seat - Tall Cylinder - Grade 1 Fabric |                  |            |                    |
|                                      | Shipping   | Box Truck   | Lot              |            |                    |
| <b>Total Delivery Order Ceiling:</b> |  |   |                  |            | <b>\$32,806.80</b> |

**LEGEND:**

- |             |                             |              |  |
|-------------|-----------------------------|--------------|--|
| <b>A</b>    | Air Lumber                  | <b>X</b>     | Reduced Pommel                           |
| <b>B1</b>   | 26" Standard Base           | <b>PB</b>    | Plastic Back (Un-upholstered Chair Back) |
| <b>B2</b>   | 27" Base                    | <b>FB</b>    | Forward Stop Tilt                        |
| <b>C1</b>   | Standard Carpet Casters     | <b>HDF</b>   | High Density Foam                        |
| <b>C2</b>   | Standard Hard Floor Casters | <b>CB1.5</b> | Custom Back Bar Bend 1.5 " forward       |
| <b>F1</b>   | Footring with Tall Cylinder | <b>C2M</b>   | Casters                                  |
| <b>Y1</b>   | Standard Cylinder           | <b>SFS</b>   | Sport Memory Foam (seat only)            |
| <b>Y2</b>   | Short Cylinder              | <b>C3</b>    | Glides                                   |
| <b>4Arm</b> | 4 Arm Standard              | <b>C5</b>    | Occupied Braking Casters                 |
| <b>SS</b>   | Seat Slider                 | <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 Rockville, Maryland are as follows:

| SHIPPING QUANTITY | FIXED PRICE | FREIGHT COMPANY            |
|-------------------|-------------|----------------------------|
| Stools            |             | Total Quality Boxed Trucks |
| Chairs            |             | Total Quality Boxed Trucks |

\*\*The Contractor shall provide a copy of any GSA approved rate changes to the **NRC Contracting Officer and COR 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 COR. 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 COR. All shipments shall reference BPA: NRC-HQ-11-A-10-0023, Order: NRC-HQ-40-15-O-0001. 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 07-31-2015. 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 \$32,806.80.

(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 \$32,806.80. 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 07-31-2015.

(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 \$32,806.80;

(2) Any order for a combination of items in excess of \$32,806.80; 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 the expiration of the order.

#### **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.



## Swanson, Madge

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**From:** Melgar, Claudia  
**Sent:** Friday, April 10, 2015 1:46 PM  
**To:** ADM\_DC\_FileRetrieval Resource  
**Subject:** file please: NRC-HQ-11-F-41-0002 - GS07F0055W

Thank you,

Claudia G. Melgar, Contract Specialist  
U.S. Nuclear Regulatory Commission  
Acquisition Management Division  
Technical Acquisition Branch  
Materials and Reactors Team  
Phone: 301-415-8062  
Location: 2WFN-05-D14  
Mail Stop: 2WFN-05-E02  
[Claudia.Melgar@nrc.gov](mailto:Claudia.Melgar@nrc.gov)