

P/24

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING

2. CONTRACT NO. NRC-10-94-152 3. EFFECTIVE DATE 04/11/94 4. REQUISITION/PROJECT NO. ADM-94-152

5. ISSUED BY Code: US Nuclear Regulatory Commission Division of Contracts & Property Mgt. Contract Negotiation Branch 2 Mail Stop P-1042 Washington, DC 20555 6. ADMINISTERED BY Code: (If other than Item 5) US Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Administration Br. 3 Mail Stop P-902 Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR B.T. Ginns Business Interiors Attn: Paul J. Leonard 9301 Largo Drive, West Landover, MD 20785 Principal Investigator/Technical Contact: Doug Lidie Telephone No: 808-8516 8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6

11. SHIP TO/MARK FOR CODE US Nuclear Regulatory Commission 11545 Rockville Pike Rockville, MD 20852 12. PAYMENT WILL BE MADE BY CODE US Nuclear Regulatory Commission Division of Accounting & Finance GOV/COM Acctg. Section; MNBB 11104 Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [ ] 10 U.S.C. 2304(c) [ ] [ ] 41 U.S.C. 253(c) [ ]

14. ACCOUNTING AND APPROPRIATION DATA B&P: 440-19-614-004 FTN: D2461-4 Allotment Symbol: X0200 3121 Amount Obligated: \$191,859.35

15A. ITEM NO. 15B. SUPPLIES/SERVICES 15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT The Nuclear Regulatory Commission accepts B.T. Ginn's IFB dated April 6, 1994, to supply "Chairs and Other Seating for the NRC's Two White Flint North Building." This is a fixed-price contract.

15G. TOTAL AMOUNT OF CONTRACT \$191,859.35

EXCEPTION TO STANDARD FORM SF26 (REV.4-85) Prescribed by GSA FAR(48 CFR) 53.214(a)

170039

9406210319 940418 PDR CONTR NRC-10-94-152 PDR

DF02 0/1

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER
<i>Paul H. Leonard Dir.-Fed. Govt Sales</i>	Mary H. Mace
19B. NAME OF CONTRACTOR by <i>Paul Leonard</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <i>Mary H. Mace</i> (Signature of Contracting Officer)
19C. DATE SIGNED <i>4/18/94</i>	20C. DATE SIGNED <i>4-11-94</i>

EXCEPTION TO STANDARD FORM 26 (REV.4-85)

The following administrative changes are made to solicitation RS-ADM-94-152:

1. Paragraph B.4 is completed by inserting the amount of \$191,859.35.
2. Paragraph F.2 is completed by inserting the commence date of April 11, 1994 and the expiration date of August 7, 1994.

All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT TO CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE 24/04/94	4. SOLICITATION/PURCHASE REG. NO. 88-ADM-94-152	5. PRELICY NO. (if applicable)		
6. ISSUED BY US Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Mail Stop P-1042 Washington, DC 20555		7. ADMINISTERED BY (if other than item 6) US Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Mail Stop P-902 Washington, DC 20555			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, country, state, ZIP code)  S.T. Genis Business Interactions 9501 Largo Drive, West Landover, MD 20785			9A. AMENDMENT OF SOLICITATION NO. X 88-ADM-94-152	9B. DATED (SEE ITEM 11) 03/30/94	
			10A. MODIFICATION OF CONTRACT/ORD NO. ORDER NO.		
			10B. DATED (SEE ITEM 13)		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

12. THE ABOVE NUMBERED SOLICITATION IS AMENDED AS SET FORTH IN ITEM 14. THE HOUR AND DATE SPECIFIED FOR FACILITY OF OFFERS  IS EXTENDED.  IS NOT EXTENDED. OFFERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION OR AS AMENDED BY ONE OF THE FOLLOWING METHODS: (A) BY COMPLETING ITEMS 8 AND 15 AND RETURNING 1 COPIES OF THE AMENDMENT. (B) BY ACKNOWLEDGING RECEIPT OF THIS AMENDMENT ON EACH COPY OF THE OFFER SUBMITTED. OR (C) BY SEPARATE LETTER OR TELETYPE WHICH INCLUDES A REFERENCE TO THE SOLICITATION AND AMENDMENT NUMBERS. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. IF BY VIRTUE OF THIS AMENDMENT YOU DESIRE TO CHANGE AN OFFER ALREADY SUBMITTED, SUCH CHANGE MAY BE MADE BY TELETYPE OR LETTER, PROVIDED EACH TELETYPE OR LETTER ISSUED REFERENCE TO THE SOLICITATION AND THIS AMENDMENT, AND IS RECEIVED PRIOR TO THE SPECIFIED HOUR AND DATE SUBMITTED.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ENTERED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This Amendment No. 1 is issued to correct the specifications of the guest chairs identified as items 1., 2., and 3. of the solicitation. The IFB is therefore amended as follows:

Under items 1., 2., and 3., change the dimensions from: 24" x 26.5" x 33"  
to: 26.5" x 24" x 33".

A one-inch plus-or-minus variance in all dimensions in the solicitation is acceptable. Bidders shall provide dimensions proposed.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THIS DOCUMENT REFERENCED IN ITEM 9A OR 10A, AS HERETOFORE CHANGED, REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.

15A. NAME AND TITLE OF BIDDER (Type or print)  [Signature]	15B. CONTRACT OFFICER [Signature]	15C. DATE SIGNED 2/7/94	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary H. Heco Contracting Officer	15B. UNITED STATES OF AMERICA BY [Signature]	15C. DATE SIGNED 4/1/94
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OFFER must be fully completed by offeror.

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	_____ CALENDAR DAYS
_____ %	_____ %	NET 30 DAYS %	_____ %

14. ACKNOWLEDGEMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
1	4/4/94		

SOLICITATION, OFFER AND AWARD  
OFFER (CONTINUED)

Page 3 of 3 Pages

5A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Paul J. Leonard Director- Federal Contracts
		37 YEARS BUSINESS INTERIORS 4101 LARGO DRIVE, WEST LANDOVER, MARYLAND 20785	
5B. TELEPHONE NO. Include Area Code	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		
7. SIGNATURE: <i>Paul J. Leonard</i>	18. OFFER DATE: APRIL 8, 1994		

AWARD To be completed by Government)

9. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
12. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) [ ] [ ] 41 U.S.C. 253(c) [ ]			
13. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
14. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE US Nuclear Regulatory Commission Division of Accounting & Finance GOV/COM Acctg. Section; MBB 11104 Washington, DC 20555	
16. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA  
FAR (48 CFR) 53.214(c)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT IS CODE	PAGE OF PAGES
1. AMENDMENT/MODIFICATION NO.	2. EFFECTIVE DATE	4. ACQUISITION/PURCHASE REG. NO.	3. PROJECT NO. (if applicable)
1	04/04/94	RB-ADM-94-152	
5. ISSUED BY	6. ADMINISTERED BY	7. ADMINISTERED BY (if other than item 6)	
US Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Mail Stop P-1042 Washington, DC 20555	US Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Mail Stop P-902 Washington, DC 20555	US Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Mail Stop P-902 Washington, DC 20555	
8. NAME AND ADDRESS OF CONTRACTOR (no., street, county, state, ZIP code)		9A. AMENDMENT OF SOLICITATION NO.	
B.T. Childs Business Interiors 1201 Largo Drive West Landover, Md 20785-4176		X RB-ADM-94-152	
		9B. DATED (SEE ITEM 11)	
		03/30/94	
		10A. ACQUISITION OF CONTRACT/ORD. NO.	
		ORDER NO.	
		10B. DATED (SEE ITEM 13)	

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12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

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A one-inch plus-or-minus variance in all dimensions in the solicitation is acceptable. Bidders shall provide dimensions proposed.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15D. SIGNATURE OF CONTRACTOR/OFFEROR

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

16D. SIGNATURE OF CONTRACTING OFFICER

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OFFER must be fully completed by offeror:

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-6)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	_____ CALENDAR DAYS
_____ %	_____ %	NET 30 DAYS %	_____ %

14. ACKNOWLEDGEMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
1	4/4/94		



PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

'Chairs and Other Seating for the NRC's Two White Flint North Building'

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall deliver and install the furniture described herein to the Nuclear Regulatory Commission's Two White Flint North Building.

[End of Clause]

B.3.1 ITEMS AND PRICES

Item	Description	QTY	Unit	Unit Cost	Total
1.	<p>Guest Chair                      (with casters, swivel tilt, mechanical lift, closed arms, fully upholstered)                      no exposed trim                      Dimension: 24"w x 26.5"d x 33"h                      Finish: Black                      Fabric: Cartwright Geo #2105 Emerald,                      54"w, 57"h, 6.5"h</p>	430	EA	\$ <u>306.46</u>	\$ <u>131,777.80</u>
2.	<p>Guest Chair                      (with casters, swivel tilt, mechanical lift, closed arms, fully upholstered)                      no exposed trim                      Dimension: 24"wx 26.5"d x 33"h                      Finish: Black Base - no wood -                      5 prong base                      Fabric: 100% worsted wool crepe                      color to be blue-gray to                      match sample provided</p>	2	EA	\$ <u>295.84</u>	\$ <u>591.68</u>
3.	<p>Guest Chair                      (with casters, swivel tilt, mechanical lift, closed arms, fully upholstered)                      no exposed trim                      Dimension: 24"w x 26.5"d x 33"h                      Finish: Black Base - no wood -                      5 prong base                      Fabric: 100% worsted wool crepe                      color to be teal to match sample                      provided</p>	124	EA	\$ <u>295.84</u>	\$ <u>36,684.16</u>

B.3.1 (Continued)

4. Modular Benches 18 EA \$ 220.80 \$ 3974.40  
 (square seat element)  
 Dimension: 24"w x 24"d x 17"h  
 (dimensions are critical, cannot be larger; height must include a "base" that is at least 9" high in a black durable finish)  
 Finish: seat with different base  
 Fabric: Seat - Deepa "Malabar" (green, blue and purple)  
 Bases - Brayton "Almost" Jet Black  
 (Base cannot be done in "Malabar" for maintenance reasons)

5. Modular Square Table 6 EA \$ 188.00 \$ 1,128.04  
 Dimension: 24"w x 24"d x 13.5"h  
 (critical, cannot be larger)  
 Finish: black resin top, COM base  
 Base: Brayton Textiles - Almost AM - jet black, 54"w or another black durable finish

6. Modular Seating 45\* \$ 172.73 \$ 7,772.85  
 (components) Note that arrangement of units must fit on area rugs as shown in the diagram on page 8 herein.  
 Dimension: approximately 24"w x 24"d + arms, back  
 Fabric: three total  
 Ben Rose 50-400-16 (green) (No sample provided)  
 Ben Rose 50-400-11 (purple)  
 Ben Rose 50-400-12 (blue) (No sample provided)  
 (arms, back and seat must be separate components and must have ability to be upholstered in different fabrics. All components must be interchangeable for rconfiguration)

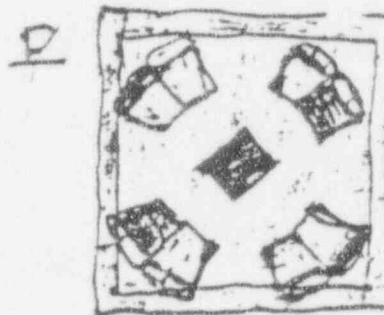
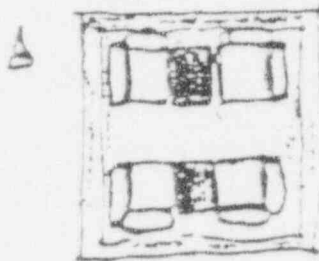
	Quantity	Color		Quantity	Color
* Seat element	3	50-400-12	Arm element	6	50-400-16
Seat element	6	50-400-11			
Seat element	4	50-400-16	Arm/back	6	50-400-12
			Arm/back	4	50-400-11
Inside corner seat	4	50-400-12	Arm/back	8	50-400-16
Inside corner seat	2	50-400-11			
Inside corner seat	2	50-400-16			

## B.3.1 (Continued)

7.	Modular Tables (45 degree wedge) Dimension: 24*w x 21*d x 13.5*h Finish: midnight black resin top Fabric: Base - Brayton Textiles - Almost - AM - jet black, 54*w	2 EA	\$ <u>198.98</u>	\$ <u>397.96</u>
8.**	Conference Chair (swivel tilt on casters, mechanical lift, open wood arms, upholstered seat and back) Dimension: 24*w x 25*d x 34.5*h (maximum - conference rooms very small) (arm height must be less than 27*h at highest position) Finish: maple frame with honey finish Fabric: HBF Kyoto 507-56 Taki, 54*w, 2*v, 2*h repeat	20 EA	\$ <u>376.14</u>	\$ <u>7,522.80</u>
9.**	Carrel Chair (sled base, open wood arms, upholstered seat and back) Dimension: 24*w x 25*d x 34.5*h (arm height must be less than 27*h) Finish: maple frame with honey finish Fabric: HBF - Kyoto 507-56 Taki, 54*w, 2*v, 2*h repeat	6 EA	\$ <u>333.96</u>	\$ <u>2,003.76</u>

\*\*Chair #8 and #9 to match in style

## CONFIGURATION OF MODULAR COMPONENTS



- A. Must fit on 10' x 10' carpet (which has 9" borders on all sides.  
So actual space available is 8'6" x 8'6".)
- C. Must fit on 14'0" x 10'6" carpet (which has a 9" border on all sides.  
So actual space available is 12'6" x 8'6")
- D. Must fit on 10' x 10' carpet (which has 9" border on all sides.  
So actual space available is 8'6" x 8'6".)

B.3.2 - DELIVERY SCHEDULE-LOCATIONS

<u>Item</u>	<u>Location/Delivery:</u>
1. FLOOR 4 REQUIRED DEL - 5/18/94 QUANTITY - 35	FLOOR 5 REQUIRED DEL - 5/18/94 QUANTITY - 36
FLOOR 6 REQUIRED DEL - 5/18/94 QUANTITY - 62	FLOOR 7 REQUIRED DEL - 5/18/94 QUANTITY - 57
FLOOR 8 REQUIRED DEL - 6/1/94 QUANTITY - 49	FLOOR 9 REQUIRED DEL - 6/1/94 QUANTITY - 74
FLOOR 10 REQUIRED DEL - 6/1/94 QUANTITY - 37	FLOOR 2 REQUIRED DEL - 6/15/94 QUANTITY - 21
FLOOR 3 REQUIRED DEL - 6/29/94 QUANTITY - 48	PLAZA REQUIRED DEL - 6/29/94 QUANTITY - 0
AUD & DAY CARE REQUIRED DEL - 6/1/94 QUANTITY - 0	WAREHOUSE QUANTITY - 0
2. DAY CARE CENTER REQUIRED DEL - 6/1/94 QUANTITY: 2	
3. FLOOR 4 REQUIRED DEL - 5/18/94 QUANTITY - 21	FLOOR 5 REQUIRED DEL - 5/18/94 QUANTITY - 18
FLOOR 6 REQUIRED DEL - 5/18/94 QUANTITY - 6	FLOOR 7 REQUIRED DEL - 5/18/94 QUANTITY - 6
FLOOR 8 REQUIRED DEL - 6/1/94 QUANTITY - 13	FLOOR 9 REQUIRED DEL - 6/1/94 QUANTITY - 12
FLOOR 10 REQUIRED DEL - 6/1/94 QUANTITY - 18	FLOOR 2 REQUIRED DEL - 6/15/94 QUANTITY - 6
FLOOR 3 REQUIRED DEL - 6/29/94 QUANTITY - 24	



## 8.3.2 (Continued)

<u>Item</u>	<u>Location/Delivery:</u>
4. AUDITORIUM REQUIRED DEL QUANTITY - 18	- 6/1/94
5. PLAZA LEVEL REQUIRED DEL QUANTITY - 6	- 6/29/94
6. PLAZA LEVEL REQUIRED DEL QUANTITY - ALL	- 6/29/94
7. PLAZA LEVEL REQUIRED DEL QUANTITY - ALL	- 6/29/94
8. PLAZA LEVEL REQUIRED DEL QUANTITY - 20	- 6/29/94
9. FLOOR 3 REQUIRED DEL QUANTITY - 6	- 6/29/94

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE  
(JUN 1988)

The firm fixed price of this contract is \_\_\_\_\*\_\_\_\_.

(End of Clause)

\*To be incorporated into any resultant contract

B.5 CONTRACT AWARD

The award of any contract resulting from this solicitation will be made on an "all or none" basis.

(End of Clause)

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 BACKGROUND

The US Nuclear Regulatory Commission (NRC) is scheduling the furnishing and occupancy of the Two White Flint North (TWFN) building to complete the headquarters consolidation in a two-building complex at White Flint.

## C.2 CONTRACT OBJECTIVE

The object of this contract is to provide furniture for the TWFN building in sufficient time to meet the spring scheduled occupancy date.

## C.3 SCOPE OF WORK

The contractor shall furnish all labor and materials required to satisfactorily deliver, unpack, assemble (as applicable), and install the chairs and seating systems identified in the schedule (Section B) to the appropriate workstation. The contractor shall remove all packing materials from the site.

## C.3.1 DELIVERIES

Inside delivery shall be made to the areas identified in the schedule (Section B). The contractor shall give 24 hours (work days) notice prior to delivery to TWFN, providing an approximate time of arrival. The contractor shall contact one of the following to schedule a dock time:

James Lundy	-	(301) 504-1500
Jean Bouquet	-	(301) 504-1500
Michael Springer	-	(301) 504-1500
Bill Herron	-	(301) 468-1278

Deliveries must be made between the hours of 7:30 AM and 4:30 PM, Monday through Friday, except Federal holidays. If circumstances require deliveries on Federal holidays, weekends, or evenings, the contractor shall obtain telephone or telefax agreement 24 hours in advance of the proposed delivery time from the NRC's Office of Consolidation at telephone no. (301) 504-1500 or telefax no. (301) 504-2002. There is no telephone at the loading dock. In an emergency, the driver may request the guard in the One White Flint North garage guard booth to call the Office of Consolidation at 504-1500 to announce arrival.

C.3.1 (Continued)

The loading dock has a platform height of 27 inches. The freight elevator in the TWFN building is 10 feet deep x 8 feet high x 5 feet wide.

(End of Clause)

## SECTION D - PACKAGING AND MARKING

## D.1 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.

(End of Clause)

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## 1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-0	INSPECTION OF SUPPLIES - FIXED PRICE	JUL 1985
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

[End of Clause]

## E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]



## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989
52.212-15	GOVERNMENT DELAY OF WORK	APR 1984
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR 1984

[End of Clause]

## F.2 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on \_\_\_\*\_\_\_ and will expire on \_\_\_\*\_\_\_.

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 REMITTANCE ADDRESS (MAR 1987)

If item 16C. of the Standard Form 33 has been checked, enter the remittance address below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

End of Clause

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED  
(JUN 1988)

The Government will not provide any equipment/property under this contract.

(End of Clause)

H.2 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS  
CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

In the event that an award is made to an individual, Section 8801 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

(End of Clause)

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## 1.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## 1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.203-1	DEFINITIONS	SEP 1991
52.203-2	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-4	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-5	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.210-5	NEW MATERIAL	APR 1984
52.210-7	USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	APR 1984
52.214-26	AUDIT - SEALED BIDDING	APR 1985
52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS--SEALED BIDDING	DEC 1991
52.214-28	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING	DEC 1991
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN 1986
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986

## I.1 (Continued)

NUMBER	TITLE	DATE
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APR 1984
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.223-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.225-18	EUROPEAN COMMUNITY SANCTIONS FOR END PRODUCTS	MAY 1993
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-3	PATENT INDEMNITY	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES Alternate I (DEC 1991)	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE	AUG 1987
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

## I.1 (Continued)

NUMBER	TITLE	DATE
I.2	52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)	

- a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--  
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] Dennis Pallard, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] DT Gunn's Business Int. who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF



I.2 (Continued)

NONE EXISTS)

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(Signature of the officer or employee responsible for the modification proposal and date)

(Typed name of the officer or employee responsible for the modification proposal)

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of Clause]

I.3 52.225-9 BUY AMERICAN ACT--TRADE AGREEMENTS  
--BALANCE OF PAYMENTS PROGRAM (JAN 1994)

- (a) This clause implements the Buy American Act (41 U.S.C. 10), the Trade Agreements Act of 1979 (19 U.S.C. 2501-2502), the North American Free Trade Agreement (NAFTA) Implementation Act (Pub. L. 103-182, 107 Stat. 2057) and the Balance of Payments Program by providing a preference for domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as designated, NAFTA, or Caribbean Basin country end products.

"Caribbean Basin country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment for Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps), of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches and watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been

## I.3 (Continued)

substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, or (ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"Foreign end product," as used in this clause, means an end product other than a domestic end product.

"NAFTA country", as used in this clause, means Canada or Mexico.

"NAFTA country end product", as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a NAFTA country, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term includes service (except transportation services) incidental to its supply; provided, that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

- (b) The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, the Acts apply to all items in the

## I.3 (Continued)

schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled "Buy American--Trade Agreements--Balance of Payments Program Certificate." An offer certifying that a designated, NAFTA, or Caribbean Basin country end product will be supplied requires the Contractor to supply a designated, NAFTA, or a Caribbean Basin country end product or, at the Contractor's option, a domestic end product. Contractors may not supply a foreign end product for line items subject to the Trade Agreements Act unless the foreign end product is a designated, NAFTA, or a Caribbean Basin country end product (see FAR 25.401), or unless a waiver is granted under section 302 of the Trade Agreements Act of 1979 (see FAR 25.402(c)).

- (c) Offers will be evaluated in accordance with the policies and procedures of Subpart 25.4 of the FAR.

## I.4 TRADE AGREEMENTS ACT (MAY 1991)

- (a) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582) by providing a preference for U.S. made end products, designated country end products, and Caribbean Basin country end products over other products.

"Caribbean Basin country end products," as used in this clause, means an article that: (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment from Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preference under title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps) of whatever type including, but not limited to,

## I.4 (Continued)

mechanical, quartz digital or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"U.S. made end product," as used in this clause, means an article which (1) is wholly the growth, product, or manufacture of the United States, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

"Nondesignated country end products," as used in this clause, means any end product which is not a U.S. made end product or designated country end product.

"United States," as used in this clause, means the United States, its possessions, Puerto Rico, and any other place which is subject to its jurisdiction, but does not include leased bases or trust territories.

- (b) The Contractor agrees to deliver under this contract only U.S. made end products, designated country end products, Caribbean Basin country end product, or, if a national interest waiver is granted under section 302 of the Trade Agreements Act of 1979, nondesignated country end products. Only if such waiver is granted may a nondesignated country end product be delivered under this contract(s).

I.4 (Continued)

- (c) Offers will be evaluated in accordance with the policies and procedures of part 25 of the FAR except that offers of U.S. made and products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Program.

[End of Clause]



PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions

05/24/94

PROCUREMENTS AWARDED SINCE JUNE 1, 1993

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CONTRACT NUMBER MOD NUMBER  
10-94-152-000 00

NEW AWARDS ARE SHOWN AS MOD 00

TITLE  
CHAIRS AND OTHER SEATING FOR THE NRC'S TWO  
WHITE FLINT NORTH BUILDING

EXECUTED  
04/18/94