

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1

OF PAGE: 2

2. AMENDMENT/MODIFICATION NO. 0005

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. ADM-07-439

5. PROJECT NO.(If applicable)

6. ISSUED BY CODE 3100

7. ADMINISTERED BY (If other than Item 6) CODE 3100

U.S. Nuclear Regulatory Commission
Division of Contracts
Attn: Contracts Management Branch #1
Mail Stop T-7-I-2
Washington, DC 20555

U.S. Nuclear Regulatory Commission
Division of Contracts
Attn: James Leedom
Mail Stop T-7-I-2
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

HAWORTH, INC.

1 HAWORTH CTR

HOLLAND MI 494239570

CODE 072595457

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS28F8014H DR-10-07-439
Modification No. 5

X

10B. DATED (SEE ITEM 13)
02-02-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt 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 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
84015-5AA303 D2336 3121 x0200 Obligate \$70,000.00
DUNS# 072595457 FFS# ADM-07-439

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

(X) A. THIS CHANGE ORDER IS ISSUED 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) Incremental Funding

X

E. IMPORTANT: Contractor [x] 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.)

The purpose of this modification is to provide incremental funding in the amount of \$70,000.00, as specified on Page Two (2) of this document.

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

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

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

Romena R. Moy
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY (Signature of Contracting Officer)

3-4-08

CONTINUATION PAGE

Contract No. NRC-10-07-439 is hereby revised as follows:

(1) REVISE Subsection A.3 "Consideration and Obligation – Deliver Orders" as follows:

"A.3 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 \$731,120.00. 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 \$305,000.00. 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.

(2) As a result of this modification, the total Firm-Fixed Price (FFP) of this contract is revised:

From: \$235,000.00 By: \$70,000.00 To: \$305,000.00

(3) The following is a summary of NRC total obligations under this contract. The Contractor shall not exceed the total obligated value.

Base Award:	\$ 225,000.00
Modification #1:	\$ 0.00
Modification #2:	\$ 0.00
Modification #3:	\$ 0.00
Modification #4:	\$ 10,000.00
Modification #5:	\$ 70,000.00
Total Obligations:	\$ 305,000.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.