

2 AMENDMENT/MODIFICATION NO. M001	3 EFFECTIVE DATE See block 16C	4 REQUISITION/PURCHASE REQ NO ADM-11-119	5 PROJECT NO (if applicable)
6 ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Donna Berkowitz Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	7 ADMINISTERED BY (if other than item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SUNTIVA, LLC SUNTIVA EXECUTIVE CONSULTING 7600 LEESBURG PIKE STE 440E FALLS CHURCH VA 220432004	(X)	9A AMENDMENT OF SOLICITATION NO
		9B DATED (SEE ITEM 11)
		10A MODIFICATION OF CONTRACT/ORDER NO NRC-10-10-425
	X	10B DATED (SEE ITEM 13) 09-02-2010

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. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
FAMIS: 111266 DUNS: 167032239 NAICS: 541618 B&R: 2011-40-51-G-113 JC: D2360 BOC: 252A APPN: x0200 Obligate: \$99,766.66

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:
X	D. OTHER (Specify type of modification and authority) FAR 52-217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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 1) exercise option period one, 2) provide incremental funding of \$99,766.66, 3) revise FAR clauses 52-217-8 and 52.217-9, and 3) add FAR clause 52.232-18 Availability of Funds.

The period of performance for this contract is extended through August 31, 2011 (CHANGED)
The total amount obligated to this contract is increased by \$99,766.66, from \$293,440.00 to \$393,206.66 (CHANGED)

NRC Project Officer: Jill Daly, phone: 301-492-3607, email: jill.daly@nrc.gov
Contractor POC: Brion Loftus, phone: 703-973-5256, email: BLoftus@suntiva.com

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) Brion W. Loftus, Vice Pres	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna Berkowitz Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Brion W. Loftus</i> (Signature of person authorized to sign)	15C. DATE SIGNED 1/28/11
16B. UNITED STATES OF AMERICA BY <i>Donna Berkowitz</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/8/11

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B.7 CONSIDERATION AND OBLIGATION--FIRM FIXED-PRICE/ COST-REIMBURSEMENT (JUN 1988)

(a) The ceiling for Option Period 1 is \$322,247.50, of which the fixed-price portion is \$299,300.00 and the cost reimbursement portion is \$22,947.50 for labor hours and travel.

(b) The total amount currently obligated for the fixed-price portion of this contract is as follows:

Modification No. 1	FY2011	\$99,766.66
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(a) The total amount currently obligated for the cost-reimbursement portions of this contract is \$0.

FAR clauses 52.217-8 and 52.217-9 are revised as follows:

C.3 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.

C.4 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

The contract is revised to add the following FAR clause 52.232-18:

52.232-18 Availability of Funds (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.