

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO. M007
 3. EFFECTIVE DATE June 23, 2011
 4. REQUISITION/PURCHASE REQ. NO. OIS-11-328
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE U.S. Nuclear Regulatory Commission
 Division of Contracts
 ATTN: Michael Turner -TWB-01-B10
 Information Mgmt and Technology Branch
 Washington DC 20555
 7. ADMINISTERED BY (If other than Item 6) CODE 3100
 U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Mail Stop: TWB-01-B10M
 Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 EMERGENT, LLC
 8133 LEESBURG PIKE STE 400
 VIENNA VA 221822622
 CODE 781797712 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO. (X)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0153M NRC-DR-33-08-307
 10B. DATED (SEE ITEM 13) X 06-23-2008

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) N/A
 NAICS NO.: 443120

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) Unilateral - FAR Clause 52-217-9, Option to Extend the Term of the Contract
 X

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.)

The purpose of this modification is to exercise option year three.

Period of Performance: June 23, 2008 - June 22, 2012 - (Changed)

Ceiling Amount: \$15,141,578.76 - (Changed)

Obligations: N/A - Funds obligated under individual task orders

See Page 2 for details of modification.

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)
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C. DATE SIGNED
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Michael A. Turner
 Contracting Officer
 16B. UNITED STATES OF AMERICA BY *Michael A. Turner* (Signature of Contracting Officer)
 16C. DATE SIGNED 05-25-2011

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

The purpose of this modification is to: (1) exercise option year three in accordance with Federal Acquisition Regulation Clause 52-217-9, entitled, "Option to Extend the Term of the Contract," and Contract Clause B.3.12, entitled, "Duration of Contract Period," thereby extending the period of performance through June 22, 2012. As a result of this action, the delivery order ceiling amount is increased by \$3,862,090.44 from \$11,279,488.32 to \$15,141,578.76, and (2) revise Subsection C.2, entitled, "Availability of Funds for the Next Fiscal Year." Accordingly, the following changes are hereby made:

1. Under Subsection B.2, CONSIDERATION AND OBLIGATION-TASK ORDERS, Paragraph a is deleted in its entirety and substituted with the following in lieu thereof:

"(a) The total estimated amount of this delivery order (ceiling) for the products/services, ordered, delivered and accepted under this order is **\$15,141,578.76**. 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 with any maximum ordering limitation prescribed under this contract."

2. Subsection B.3.12, DURATION OF CONTRACT PERIOD, is deleted in its entirety and substituted with the following in lieu thereof:

"The ordering period for this order shall commence on June 23, 2008, and will expire on June 22, 2012. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18). The term of this delivery order may be extended at the option of the Government for an additional two (2) one-year periods."

3. Subsection C.8 - AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR, is deleted in its entirety and substituted with the following in lieu thereof:

"Funds are not presently available for performance under this contract beyond June 22, 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No. Legal liability of the part of the Government for any payment may arise for performance under this contract beyond June 22, 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer."

All other terms and conditions under this delivery order remain unchanged.