

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF

1

3

2. AMENDMENT/MODIFICATION NO. M008

3. EFFECTIVE DATE Refer to block 16C.

4. REQUISITION/PURCHASE REQ. NO. NRC-31-08-291 dtd: 6/4/11

5. PROJECT NO.(If applicable)

6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. Colon, Jr., 301-492-3620 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)

DS3 COMPUTING SOLUTIONS INC DS3

1108 SUMMIT AVE STE 5 PLANO TX 750748554

CODE 022725308

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO NRC-31-08-291

10B. DATED (SEE ITEM 13) 10-31-2007

X

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) B&R FY08: 894-15-5F1-340 and FY09: 094-15-5F-340 L1372 252A X0200 de-obligate FY 08 \$22,550.35 de-obligate FY 09 \$89,541.84 (FFS Commitment #: RG4-10-1161)

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 52.212-4(L) Termination for the Governments convenience

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return 0 copies to the issuing office.

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

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) Donald A. King Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

BY [Signature] (Signature of Contracting Officer)

16C. DATE SIGNED

6/17/2011

The purpose of this modification is to:

- (1) Totally terminate for the convenience (T for C) of the government, contract number NRC-31-08-291, in accordance with clause FAR 52.212-4 paragraph L "Termination for the Government's convenience" and pursuant to the NRC's notice letter dated April 15, 2011, effective July 8, 2010. Services previously required under this contract are no longer needed.
- (2) deobligate excess funds in the amount of \$112,092.19. Therefore the ceiling amount is decreased by \$112,092.19 from \$333,687.32 to \$221,595.13 and the obligated amount is decreased by \$112,092.19 from \$333,687.32 to \$221,595.13. This action is unilateral due to DS3 Computing Solutions, Inc" non-responsiveness to NRC's letter dated April 15, 2011 and DS3's not responding to the postal service notice dated April 23, 2011, nor NRC's e-mail messages dated April 26, 2011, and June 2, 2011, and phone messages left on May 18, 2011 and June 3, 2011. Therefore the contract is modified as follows: and
 - 1) Under Section B., subsection B.2 Consideration and Obligation-Cost Schedule (Jun 1988), paragraph (a) and (b) are deleted entirely and the following is substituted in-lieu thereof:

"(a) The total estimated cost to the government for full performance under this contract is \$221,595.13

(b) The amount obligated by the government with respect to this contract is \$221,595.13
 - 2) Under Section B.3 Duration of Contract Period (Mar 1987), paragraph is deleted entirely and the following is substituted in-lieu thereof:

This contract shall commence on November 1, 2007 and will expire on July 8, 2010.

ALL OTHER TERMS AND CONDITIONS OF THIS TASK ORDER REMAIN THE SAME

Accordingly,

By execution of this modification, DS3 Computing Solutions, Inc., for itself, its successors and assignees, hereby releases and forever discharges the Government, its officers, agents and employees from any and all claims however, derived, and agrees to refrain from lodging lawsuits in any forum, for additional adjustments or compensation arising under, or related to, this termination for cost incurred by DS3 Computing Solutions, Inc. for data entry, programming, and data reporting rendered to the U.S. Nuclear Regulatory Commission (NRC), the Region IV for professional automated computer systems support during the period November 7, 2007, through July 8, 2010, which is definitized under contract number NRC-31-08-291. The parties agree that the services provided through July 8, 2010 were provided and compensated under this contract constitute the complete and final agreement for compensation of all costs associated with this modification. DS3 Computing Solutions, Inc., expressly represents and acknowledges that it agrees to the terms and adjustment contained herein, it has considered and made allowances for every cost, regardless of when incurred, for its interest related to the termination cost, including interest and attorneys fees.

A summary of obligations under this contract, from date of award through this modification, is given below:

Total FY 08 obligations	\$157,623.08
Total FY 09 obligations	\$86,521.68
Total FY 10 obligations	\$89,541.84
Total FY 11 deobligations	(\$112,092.19)

Cumulative Total of NRC Obligations \$221,595.13

This modification uni-laterally de-obligates \$221,595.13 in FY10 funds.

ALL OTHER TERMS AND CONDITIONS OF THIS TASK ORDER REMAIN THE SAME