

NOV 15 1999

Data Computer Corporation of America  
ATTN: Claude A. Bassler  
P.O. Box 2665  
Columbia, Maryland 21045

**SUBJECT: EXPIRATION OF CONTRACT NO. NRC-33-92-194 ENTITLED, "IBM VM AND MVS SYSTEMS PROGRAMMING SUPPORT"**

Dear Mr. Bassler:

The subject contract expired on November 9, 1994, and the U.S. Nuclear Regulatory Commission has initiated closeout action. However, pending completion of all required closeout requirements, it is necessary to deobligate excess funds remaining under this contract for other immediate agency requirements. Therefore, enclosed for your review and execution are three (3) presigned copies of Modification No. 6 deobligating excess funds in the amount of \$10,843.50. The deobligation amount does not include that part of the 5% withholdings not yet paid and still owed to you under the contract terms. Please have an appropriate official sign all three (3) copies and return two (2) copies to the address below within ten (10) days from date of this letter. You should retain One (1) copy for your files.

U. S. Nuclear Regulatory Commission  
Division of Contracts and Property Management  
Office of Administration  
CLOSEOUT, MS T-712  
Washington, D.C. 20555

In addition, please complete the enclosed Contractor Release and General Assignment and return them to the above mentioned address. If negative reports are appropriate, statements to that effect are required.

When the final cost determination has been made, you will be notified and asked to submit your final invoice

**NOTE THAT A UNILATERAL MODIFICATION WILL BE ISSUED IF WE DO NOT RECEIVE A SATISFACTORY RESPONSE WITHIN TEN (10) CALENDAR DAYS AFTER RECEIPT OF THIS LETTER.**

PDR CONTR

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If you have any questions or need further information regarding the subject modification, please contact Michael Turner, Contract Specialist on (301) 415-6535.

Sincerely,

*For Donald A. K.*

Sharon D. Stewart, Contracting Officer  
Contract Management Branch 2  
Division of Contracts and Property Management  
Office of Administration

Enclosures:  
As Stated

Distribution:  
Closeout Contract File  
DCPM r/f  
KMoses, T-5-E-30  
JCucura, DCPM  
MRoos, DCPM  
DCD  
PDR

OFFICE	ADM/DCPM/CMB2	ADM/DCPM/CMB2
NAME	MATurner <i>Mat</i>	SDStewart <i>For DAK</i>
DATE	10/29/99	11/15/99

OFFICIAL RECORD COPY

*Returned to Specialist 11/5/99*  
*Returned to CO: 11/10/99 DML*

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE 1 OF PAGE 2

2. AMENDMENT/MODIFICATION NO. 6	3. EFFECTIVE DATE See Block 15c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch 2 Washington DC 20555		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Sub: U.S. Small Business Admin. Baltimore, Maryland 21202 Prime: Data Computer Corp. of America P.O. Box 2665 Columbia, MD 21045	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. Con# NRC-33-92-194
	X	10B. DATED (SEE ITEM 13) 11-09-1991
CODE TIN# 521296143	FACILITY CODE	

**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 of 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#: 410-20-615-600 JOB CODE#: D1902 BOC: 252A  
 APPN#: 31X0200.410 AMOUNT DEOBLIGATED: (\$10,843.50)

**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) Mutual Agreement of the Parties

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

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

See the attached 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)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharon D. Stewart, Contracting Officer	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED
	(Signature of person authorized to sign)				

Based on available information, there are excess funds remaining under this contract. Therefore, the purpose of this modification is to decrease the amount obligated by the Commission. Accordingly, the contract is hereby revised as follows:

Under Subsection B.4, CONSIDERATION AND OBLIGATION/CONTRACT CEILING, the amount obligated with respect to this contract is decreased by \$10,843.50 from \$272,022.57 to \$261,179.07. In addition, the total estimated amount (ceiling) for full performance under this contract is decreased by \$47,022.14 from \$308,201.21 to \$261,179.07. Therefore, Subsection B.4 is hereby deleted in its entirety and substituted in lieu thereof the following:

**"B.4 CONSIDERATION AND OBLIGATION/CONTRACT CEILING**

- (a) The total amount to the Government for the work specified in Section C herein shall not exceed \$261,179.07.
- (b) The amount presently obligated with respect to this contract is \$261,179.07. 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."

A summary of obligations for this contract, from award date through the date of this action is given below:

Total FY'92 Obligations -----	\$117,533.00
Total FY'93 Obligations -----	\$ 71,250.00
Total FY'94 Obligations -----	\$ 96,371.00
Total FY'94 Deobligations -----	(\$ 23,974.93)

Cumulative Total of NRC Obligation: \$261,179.07

This modification deobligates FY'94 funds in the amount of (\$10,843.50).

All other terms and conditions under this contract remain unchanged.