

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF PAGES 5
2. AMENDMENT/MODIFICATION NO. Modification One (1)	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. DR 33 05 366 MOD001	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie M. Whipple Mail Stop T-7-I-2		7. ADMINISTERED BY (If other than Item 5) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) VERISIGN, INC. 1666 K STREET SUITE 410 WASHINGTON, DC 20006		()	9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE		T	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0007M DR-33-05-366	
			10B. DATED (SEE ITEM 13) 09-30-05	

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)

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

()	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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
T	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties; 2052.215-70 Key Personnel
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor 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 CONTINUATION PAGES WITH ONE ATTACHMENT.

DUNS: 883894040

NRC PROJECT OFFICER: Helen Hughes

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) Lori L. Harman VP, w/w Sales Ops & Inside Sales		16A. NAME AND TITLE OF CONTRACTING OFFICER Valerie M. Whipple Contracting Officer	
15B. CONTRACTOR/OFFEROR BY <u>Lori L. Harman</u> (Signature of person authorized to sign)	15C. DATE SIGNED 12/30/2005	16B. UNITED STATES OF AMERICA BY <u>Valerie M. Whipple</u> (Signature of Contracting Officer)	16C. DATE SIGNED 12/30/05

The purpose of this modification is as follow:

1. To extend the period of performance through June 30, 2006 at no additional cost to the government.
2. To replace Stanley Wood with Helen Hughes as Project Officer.
3. To revise Key Personnel (a) to replace [REDACTED] with [REDACTED] as Project Manager, (b) to remove [REDACTED] as Principal Security Consultant, and (3) to add [REDACTED] and [REDACTED] as Lead PKI Consultants.

Accordingly, the following changes are hereby made:

1. Section VII., Period of Performance, is revised to extend the period of performance through June 30, 2006 at no additional cost to the Government and shall read as follows:

VII. Period of Performance

The period of performance of this contract is September 30, 2005 – June 30, 2006.

2. Section IX., Project Officer, is hereby revised to replace Stanley Wood with Helen Hughes as Project Officer and shall read as follows:

IX. Project Officer

- (a) The designated Project Officer for this work is:

Name: Helen Hughes
Address: U.S. Nuclear Regulatory Commission
Mall-stop: T6F33
Washington, DC 20555
Telephone Numbers: (301) 415-8708
E-mail address: HMH@NRC.GOV

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:
 - (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.
 - (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
 - (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
 - (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
 - (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
 - (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
 - (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.
 - (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
 - (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination."
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

3. Section XIV. A.4 2052.215-70 Key Personnel (JAN 1993) is revised (a) to replace Chris Bautista with Ed Maciejewski as Project Manager, (b) to remove Dennis Gnatowski as Principal Security Consultant, and (3) to add Charles Grochowski and Frazier Evans as Lead PKI Consultants. Section XIV. A.4 2052.215-70 Key Personnel (JAN 1993) is hereby revised to read as follows:

XIV A.4 2052.215-70 Key Personnel (JAN 1993)

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder:

<u>Name</u>	<u>Title</u>
Ed Maciejewski	Project Manager
Charles Grochowski	Lead PKI Consultant
Frazier Evans	Lead PKI Consultant
Dan Helveston	Lead Security Consultant
Shawn Wilson	Senior Security Consultant

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting

officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

The total amount of the delivery order remains unchanged.

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