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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE 1 OF PAGE 3

2. AMENDMENT/MODIFICATION NO. 14 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. ADM RFP 11/8/99 SUBJECT NO. (If applicable) RFPA dtd 10/29/99 Rec'd 11/1/99

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2
Contract Management Branch 2
Washington DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Arcus Data Security 8928 McGaw Court Contact: Jeff Zeliff Telephone: (410) 995-6433 Columbia MD 21045
9A. AMENDMENT OF SOLICITATION NO (X)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO Con# NRC-33-96-192
10B. DATED (SEE ITEM 13) X 05-13-1996

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) 010-15-524-115 D1871 252A 31X0200.010 OBLIGATE: \$110,000.00

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) X

E. IMPORTANT: Contractor X 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)

SEE ATTACHED PAGES

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharon D. Stewart Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 16C. DATE SIGNED 11/17/95

PDR CONTR

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The purpose of this modification is to:

- (1) revise the name and address of the contractor as reflected in the attached Novation Agreement, which is hereby accepted by the U.S. Nuclear Regulatory Commission per this modification;
- (2) obligate incremental funds of \$110,000.00 which thereby increases the obligated amount of this contract from \$637,022.51 to \$747,022.51; and,
- (3) change the Project Officer and Alternate Project Officer.

Accordingly, the following changes are hereby made as follows:

1. Block 8 of the Standard Form 30 is hereby deleted in its entirety and substituted with the following in lieu thereof:

"Block 8: Arcus Data Security
 8928 McGaw Court
 Columbia, MD 21045"

2. Under Subsection B.8 - CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988), the first sentence of paragraph (f) is hereby deleted in its entirety and substituted with the following in lieu thereof:

"(f) The amount presently obligated with respect to this contract is \$747,022.51."

3. Paragraph (a) Subsection G.1 - NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY ALTERNATE 1 (JAN 1993) is hereby deleted in its entirety and substituted with the following in lieu thereof:

"G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY ALTERNATE 1 (JAN 1993)

- (a) The contracting officer's authorized representatives, hereinafter referred to as the project officer and the alternate project officer for this contract are:

Name: Tyrone Green, Project Officer
Telephone Number: (301) 415-6281

Name: Latravetta Lee, Alternate Project Officer
Telephone Number: (301) 415-5879

Address: U.S. Nuclear Regulatory Commission
11545 Rockville Pike, Mail Stop: T5 C3
Rockville, MD 20852-2738"

All other terms and conditions of this contract, inclusive of the contract ceiling amount of \$944,263.82, remains unchanged.

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

Total FY96 Obligation Amount:	\$155,729.00
Total FY97 Obligation Amount:	\$169,000.00
Total FY98 Obligation Amount:	\$115,293.51
Total FY99 Obligation Amount:	\$197,000.00
Total FY00 Obligation Amount:	\$110,000.00
Cumulative Total of NRC Obligations:	\$747,022.51\$

This modification obligates FY00 funds in the amount of \$110,000.00.

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"DATA BASE, INC.", A WASHINGTON CORPORATION,
WITH AND INTO "ARCUS DATA SECURITY, INC." UNDER THE NAME OF "ARCUS DATA SECURITY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF APRIL, A.D. 1999, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

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AUTHENTICATION: 9951190

DATE: 09-01-99

CERTIFICATE OF OWNERSHIP AND MERGER

OF

DATA BASE, INC.
(a Washington corporation)

INTO

ARCUS DATA SECURITY, INC.
(a Delaware corporation)

It is hereby certified that:

1. Arcus Data Security, Inc. (hereinafter sometimes referred to as the "Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of stock of Data Base, Inc., which is a business corporation of the State of Washington (hereinafter sometimes referred to as the "Subsidiary").
3. The laws of the State of Washington permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.
4. The Corporation hereby merges the Subsidiary into the Corporation.
5. The following is a copy of the resolutions adopted on April 19, 1999 by the Board of Directors of the Corporation to merge the Subsidiary into the Corporation:

RESOLVED: That Data Base, Inc. (the "Subsidiary") be merged into the Corporation, and that all of the estate, property rights, privileges, powers, franchises of the Subsidiary be vested in and held and enjoyed by the Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by the Subsidiary in its name.

RESOLVED: That the Corporation shall assume all of the obligations of the Subsidiary.

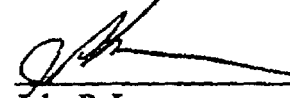
RESOLVED: That the Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware, by the laws of the State of Washington, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of the Subsidiary and of the Corporation and in any other appropriate jurisdiction.

RESOLVED: That the effective time of the Certificate of Ownership and Merger setting forth a copy of these resolutions shall be the date and time of filing the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

Arcus Data Security, Inc.

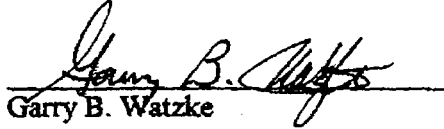
Executed on April 21, 1999

By:



John P. Lawrence
Vice President and Treasurer

Attest:



Garry B. Watzke
Secretary
c:\nm\certific\dm\merg1

ARCUS DATA SECURITY, INC.

Action Of The Board Of Directors

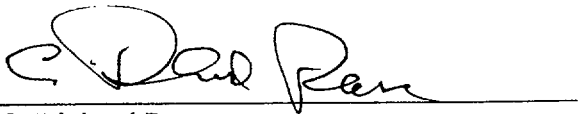
By Written Consent

April 19, 1999

The undersigned, being the sole member of the Board of directors of Arcus Data Security, Inc., a Delaware corporation (the "Corporation"), does hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law, to the adoption of the following resolutions. Such actions shall be deemed to have been taken and such resolutions shall be deemed to have been adopted as, and shall have the same force and effect, actions and resolutions duly taken and adopted at a duly called and held meeting of the Board of Directors of the Corporation at which a quorum was present and acting throughout:

- RESOLVED:** That Data Base, Inc., (the "Subsidiary") be merged into the Corporation, and that all of the estate, property rights, privileges, powers, franchises of the Subsidiary be vested in and held and enjoyed by the Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by the Subsidiary in its name.
- RESOLVED:** That the Corporation assume all of the obligations of the Subsidiary.
- RESOLVED:** That the Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware, by the laws of the State of Washington, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of the Subsidiary and of the Corporation and in any other appropriate jurisdiction.
- RESOLVED:** That the effective time of the Certificate of Ownership and Merger setting forth a copy of these resolutions shall be the date and time of filing the Certificate of Ownership and Merger into the Secretary of State of the State of Delaware.

The undersigned further directs that this Written Consent shall take effect immediately and shall be filed with the Minutes of the Meetings of the Board of Directors of the Corporation.


C. Richard Reese

NOVATION AGREEMENT

Data Base, Inc. ("Transferor"), a corporation duly organized and existing under the laws of the State of Washington with its principal office in Bellevue, Washington; Arcus Data Security, Inc. ("Transferee"), a corporation duly organized and existing under the laws of Delaware with its principal office in Boston, Massachusetts; and the United States of America (Government) enter into this Agreement as of April 22, 1999.

A. The parties agree to the following facts:

1. The Government, represented by various Contracting Officers of the Nuclear Regulatory Commission, has entered into a certain contracts with the Transferor as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

2. As of April 22, 1999, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a merger of Transferor into Transferee, in which Transferee was the surviving entity.

3. The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

4. The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

5. The Transferee is in a position to fully perform all obligations that may exist under the contracts.

6. It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

7. Evidence of the above transfer has been filed with the Government.

B. In consideration of these facts, the parties agree that by this Agreement:

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

2. The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

3. The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

4. The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

6. All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

7. The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

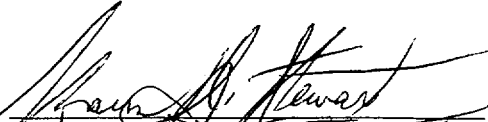
8. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee:

(i) assumes under this Agreement; or

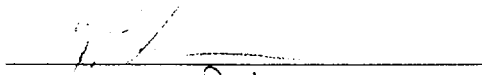
(ii) may undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9. The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

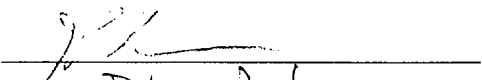
United States of America
Nuclear Regulatory Commission

By: 
Name: Sharon D. Stewart
Title: Contracting officer

Data Base, Inc., Transferor

By: 
Name: John P. Lawrence
Title: V.P. + Treasurer

Arcus Data Security, Inc., Transferee

By: 
Name: John P. Lawrence
Title: V.P. and Treasurer

Certificate

I, GAREN B. WATERS, certify that I am the Secretary of Data Base, Inc., that John P. Lawrence, who signed this Agreement for this corporation, was then V.P. + Treas. of this Corporation; and that this Agreement was duly signed for and on behalf of this Corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this Corporation this 13th day of July, 1999.

By: Gary B. Waters

[Corporate Seal]

Certificate

I, GARRY B. WATKINS certify that I am the Secretary of Arcus Data Security, Inc., that John P. Lawrence, who signed this Agreement for this corporation, was then V.P. + Trans. of this Corporation; and that this Agreement was duly signed for and on behalf of this Corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this Corporation this 13th day of July, 1999.

By:

Garry B. Watkins

[Corporate Seal]

EXHIBIT A

Purchase Order No. NRC-33-96-19L

issued by: Nuclear Regulatory Commission