

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 4
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2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE See Page 16C	4. REQUISITION/PURCHASE REQ. NO. 4200017696 & 4200005248	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	PS31-H	7. ADMINISTERED BY (If other than Item 6) CODE	PS31-H

Procurement Office  
George C. Marshall Space Flight Center  
National Aeronautics and Space Administration  
Marshall Space Flight Center, AL 35812

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Coastal International Security Inc. Attn: Ms. Jeanette I. Hurt 1197 Spring Ave Suite B Surfside Beach, SC 29575	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. H-34723D
		10B. DATED (SEE ITEM 13) August 6, 2001

CODE	OTL97	FACILITY CODE
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**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)  
See SAP System Printout **INCREASE: \$438,184.99**

**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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Far 43.103 (a), the Limitation of Funds Clause and FAR 52.212-4
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

	Total Fixed Price	Total Sum Allotted
Previous	\$ 7,431,689.99	\$7,001,159.00
This Action	\$ 7,654.00	\$ 438,184.99
New Total	\$7,439,343.99	\$7,439,343.99

**\*\*See Page 2&3 for description 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) <i>Jeanette I Hunt President &amp; CEO</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Hervie B. Williford</b> Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Jeanette I. Hunt</i> (Signature of person authorized to sign)	15C. DATE SIGNED 7/17/03	16B. UNITED STATES OF AMERICA BY <i>Hervie B. Williford</i> (Signature of Contracting Officer)	16C. DATE SIGNED JUL 17 2003

The purposes of this modification are to: 1) definitize (the current option period plus all options) the Contractor's proposal submitted in response to our Request for Proposal dated March 3, 2003 and 2) provide incremental funding. Therefore, the contract is modified in the following particulars:

A. Under Clause 1, make the following modifications:

- Under paragraph (B):
  - Increase the total firm fixed price for Option 1 from \$4,149,491.56 by \$7,654 to "\$4,157,145.56."
  - Increase the total firm fixed price for Option 2 from \$4,267,412.74 by \$91,853 to "\$4,359,265.74"
  - Increase the total firm fixed price for Option 3 from \$4,313,964 by \$91,853 to "\$4,405,817.32"
  - Increase the total firm fixed price for Option 4 from \$4,366,099.63 by \$91,853 to "\$4,457,952.63."

B. Under Clause 2, make the following modifications:

- Under paragraph (a), increase the total sum allotted from \$7,001,159 by \$438,184.99 to "\$7,439,343.99."
- Under paragraph (a), reduce the remaining balance from \$438,184.99 (reflects the additional program security specialist, under Mod No.11 this amount was \$430,503.99) by \$438,184.99 to "\$0.00."
- Under paragraph (c), change the funded through date from July 25, 2003 to "August 31, 2003."

C. Under attachment 1, expansion of subparagraph 7.7 (Program Security) to include a Program Security Specialist in support of the Next Generation Space Launch Technology Program (NGLT) is completed. The period of performance for this effort shall commence on August 1, 2003.

D. In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposal(s) for adjustment"

Contract  
Change Identification

NASA/MSFC Letter  
RFP dated Mar 3, 2003

Contractor  
Proposal Number

Program Security Specialist  
Support for NGLT dated Mar 11, 2003

- E. The modifications made in A, B, and C above is reflected in total on the changes pages enclosed herein. In order to reflect the changes made, the pages listed below are hereby deleted from, or added to, Delivery Order: H-34723D. A vertical change bar is included in the right margin in the specific area of change.

Page(s) Deleted	Page(s) Added
5&6	5&6
11	11 & 11.1
12 (Attachment 1)	12(Attachment 1)

- F. Except as provided herein, there are no other changes to Delivery Order H-34723D.

**SUPPLIES OR SERVICES AND PRICES/COSTS**

**1. FIRM FIXED PRICE**

A. The total firm-fixed price of this GSA order for the applicable period is as follows:

<u>ORDERING PERIOD</u>	<u>PERIOD COVERED</u>	<u>FIRM FIXED PRICE</u>
Base Period	08/06/02 - 08/31/02	\$3,282,198.43

B. If the Government exercises any of its options pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION</u>	<u>PERIOD COVERED</u>	<u>FIRM FIXED PRICE</u>	<u>Status of Options</u>
Option No. 1	09/01/02 - 08/31/03	\$4,157,145.56	Exercised
Option No. 2	09/01/03 - 08/31/04	\$4,359,265.74	Not Exercised
Option No. 3	09/01/04 - 08/31/05	\$4,405,817.32	Not Exercised
Option No. 4	09/01/05 - 08/31/06	\$4,457,952.63	Not Exercised

**2. LIMITATION OF FUNDS**

(a) Of the total price of the services identified as FFP, the sum of \$7,439,343.99 is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

**SCHEDULE FOR ALLOTTMENT OF FUNDS**

<u>Date</u>	<u>Amounts</u>
August 31, 2003	\$0.00

**\*NOTE: THE IDIO PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERY ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.**

(b) The Contractor agrees to perform or have performed work as specified in the PWS up to the point at which if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the termination for Government clause notwithstanding.

(c) 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until August 31, 2003.

2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

3. (i) The notice shall state the estimated date when the point referred to in subparagraph (c)(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (c)(1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (c)(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

4. If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of subparagraphs (a) and (c) above shall apply to the additional funds and the substituted date pertaining to them, and the contract shall be modified accordingly

- 5) The Contractor shall submit, within 15 calendar days after completion of a Task Order, the following information as a minimum:
- i. Discussion of the technical approach for performing the work;
  - ii. Date and time of commencement of work;
  - iii. Date and time of completion of work;
  - iv. Labor hours;
  - v. Travel or material cost or both, if applicable; and
  - vi. The total cost and fee or price for completion of the task order.
- 6) The Government may issue Delivery Orders requiring performance at multiple locations at the same time.

6a. IDIQ Travel Pool

Estimated Travel  
Pool

Option No.1	08/01/03-08/31/03	<u>\$ 2,600</u>
Option No.2	09/01/03-08/31/04	<u>\$ 34,351</u>
Option No.3	09/01/04-08/31/05	<u>\$ 36,067</u>
Option No.4	09/01/05-08/31/06	<u>\$ 37,871</u>
		\$110,889 Not-To-Exceed (NTE)

The estimated IDIQ Travel pool shall be designated for travel expenditures in support of the Next Generation Launch Technology (NGLT) program only.

Prior to traveling (in the Continental of the United States (CONUS) or Outside Continental of United States (OCONUS)) in support of the NGLT program, the contractor shall make the necessary travel arrangements and request concurrence (via an electronic memo) from the Contracting Officer Technical Representative (COTR) and approval from the Contracting Officer.

In accordance with NFS 1852.242-71, Travel Outside of the United States, a 30-day advance notice is required for foreign travel consent. Additionally, a travel report comparing the accomplishments of the trip with the original objectives shall be submitted to the contracting officer and the COTR upon completion of the travel.

A G&A of (b)(4) as established in their basic GSA contract shall be applied to travel cost associated with the NGLT program only. Upon submission(s) of a trip report to the COTR, the contractor is authorized to submit an invoice to the Government for payment, in accordance

with FAR Part 31. Invoicing for this travel shall be included with the monthly IDIQ invoice; the travel section of the invoice shall include complete backup documentation to support the invoiced travel amounts. At the end of each option period, the contracting officer shall remove all non-expended travel dollars listed in the options above, from the contract value via a unilateral contract modification.

(End of Clause)

**7. OPTION TO EXTEND THE TERM OF THIS GSA ORDER**

A. The Government may unilaterally extend the term of this GSA order by the option periods set forth in the PERIOD OF PERFORMANCE clause. All such extensions shall be written notice to the contractor within 5 days before the GSA order expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the order expires. The preliminary notice does not commit the Government to an extension.

B. If the Government exercises this option, the extended GSA order shall be considered to include this option clause.

C. The total duration of this GSA order, including the exercise of any options under this clause, shall not exceed 5 years

**8. METHOD OF DEDUCTIONS**

This GSA order is performance based and utilizes various means to calculate deductions if the Contractor fails to perform the required services. The Contractor's Self-Monitoring of Performance and the Performance Requirements Summary (PRS) will be used to assess the Contractor's Performance and to determine deductions pursuant to the Clause entitled: Consequences of the Contractor's Failure to Perform Required Services.

(End of Clause)

#### 7.6 **Physical Security/Loss Prevention**

Physical Security Specialists shall provide physical security and loss prevention support to investigate multiple incidents of missing property, incident investigations of actual or suspected crimes, suspicious activities, and security hazards during and after duty hours. Conduct investigations of missing property with detailed investigative reports, to include recommendations to prevent recurrence. Conduct follow-up investigations on reports of incidents to determine facts concerning specific events. Conduct physical security/loss prevention surveys to enhance protection of Government property and facilities. Review reports of after-hours activity and conduct follow-up inquiries for validity of access. Notify the PSD of unusual activities and conduct after-hours checks as required. Will liaison with local, state, and federal law enforcement agencies and Office of Inspector General.

#### 7.7 **Program Security**

Provide Program Security and System Security Engineering support in the development of security plans, procedures, and in training and orientation. Assist as a team member in NASA Resource Protection (NRP) program surveys and inspections. Conduct Minimum Essential Infrastructure (MEI) surveys and inspections. Draft requests to other Government agencies for threat and technology information, and assist in the conduct of counterintelligence, threat analysis and threat awareness training. Develop, coordinate and prepare recommendations for detailed risk assessments for designated projects. Program Security personnel will conduct design reviews and perform physical, personnel, and operational assessments as required. Develop and conduct briefings on a variety of security topics (e.g., foreign travel and escort briefings, NRP briefings, MEI briefings). Program Security personnel shall be familiar with Presidential Decision Directives affecting intelligence, security, and critical infrastructure.

In addition to the Program Security and System Security Engineering effort already identified, Program Security effort shall be required for dedicated support to specific programs, such as the Next Generation Launch Technology (NGLT) program (formerly known as the Advance Space Transportation Program (ASTP)).

#### 8.0 **Physical Qualifications**

8.1 Each security officer shall be in good physical condition; be capable of standing, or walking for an entire shift, being outside in severe weather conditions and carrying objects weighing up to 50 pounds; be able to protect themselves and others; and withstand sudden emotional stress and physical exertion in apprehension of suspects and violators. Pursuit may be on foot, requiring running, jumping, climbing, and/or crawling, followed by physical contact to overpower the violator as necessary.

8.2 All security officers, dispatchers, and uniformed supervisors shall meet the physical qualifications as set forth in the Civil Service Handbook X-118, Section G.5., "Qualifications Standards for Guards and Guard Supervisors, Series 085," on an annual basis, with the following additional requirements/ modifications:

8.3 **Vital Capacity**: Demonstrate adequate pulmonary function by passing pulmonary function test of 85% predicted Forced Vital Capacity (FVC) and 86% Forced Expiratory Volume (FEV1) of measured FVC.