

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 22		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS31-H		7. ADMINISTERED BY (If other than Item 6) Edgar F. Sanchez TEL: 256-544-0175 FAX: 256-544-3223		CODE PS31-H	

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 100753		

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)
N/A

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) 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	\$ 17,099,094	\$14,699,560
This Action	\$ 362,928	\$ 0
New Total	\$17,462,022	\$14,699,560

****See Page 2 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) David A. Parsons VP for Administration		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Hervie B. Williford Contracting Officer	
15B. CONTRACTOR/OFFEROR David A. Parsons (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY Hervie B. Williford (Signature of Contracting Officer)	
15C. DATE SIGNED 8/26/04		16C. DATE SIGNED AUG 27 2004	

The purposes of Modification No. 22 are to: 1) definitize the contractor proposals (for effort to be included in Option Periods 3 and 4) submitted in response to MSFC's Requests for Proposal (dated: 05/18/04 and 06/23/04) that a) propose to change the level of administrative support provided by the contractor and b) propose to change the level of vehicle support necessary to accommodate Government Furnished electronic equipment (e.g. CCTV cameras and Laptop computers, etc) and 2) make an administrative correction to Clause 1 as a result of an error in Modification No. 21. Therefore, the contract is modified in the following particulars:

- A. On the SF1449, Total Award Amount, increase Block 26 by \$362,928 (from \$17,099,094 to \$17,462,022) to reflect the incorporation of additional effort for Option Period No. 3.
- B. Under Clause 1, make the following modifications:
- Under paragraph (B)
 - Increase the total firm fixed price for Option 3 from \$5,027,384 by \$362,928 to \$5,390,312.
 - Increase the total firm fixed price for Option 4 from \$5,079,520 by \$362,928 to \$5,442,448.
- C. Under Clause 2, make the following modifications:
- Under paragraph (a)
 - Under paragraph (a), increase the remaining balance from \$2,399,534 by \$362,928 to \$2,762,462 to reflect the additional effort to be incorporated under this modification for Option 3. In addition, the schedule date for allotment of funds is revised from March 3, 2005 to February 3, 2005.
 - Under paragraph (c), the funded through date is revised from March 3, 2005 to February 3, 2005, to reflect the additional effort to be incorporated under this modification for Option 3.
- D. Under Attachment 1, Performance Work Statement, the additional effort is incorporated as paragraphs 7.6.A and 7.6.B. In addition, paragraph 12.2, Vehicles, is revised to incorporate the additional requirements. These changes are reflected on the enclosed slip sheet pages.
- E. Under Clause 1, Part B, correct the value of Option Period 2 (\$4,632,366 in lieu of \$4,359,266) that was incorrectly reflected in Modification No. 21.
- F. In consideration of the modification(s) agreed to herein as complete equitable adjustment 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
Dated May 18, 2004

NASA/MSFC Letter
Dated June 23, 2004

Contractor
Proposal Number

CIS Security Enhancements
Dated July 15, 2004

CIS Security Enhancements
(revised proposal)
Dated July 26, 2004

- G. The modification(s) made in A through E above are reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Delivery Order: H-34723D. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
5&6	5&6
Attachment 1, Pages 12, 12(a) and 26	Attachment 1, Pages 12, 12(a) and 26

- H. 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

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	<u>\$4,157,146</u>	Exercised
Option No. 2	09/01/03 - 08/31/04	<u>\$4,632,366</u>	Exercised
Option No. 3	09/01/04 - 08/31/05	<u>\$5,390,312</u>	Exercised
Option No. 4	09/01/05 - 08/31/06	<u>\$5,442,448</u>	Not Exercised

2. LIMITATION OF FUNDS

(a) Of the total price of the services identified as FFP, the sum of \$14,699,560 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>
February 3, 2005	\$2,762,462

*NOTE: THE IDIQ 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 February 3, 2005.

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

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.

7.6.A Perform general support physical security tasks, including control and inventory of keys and locks, review and distribution of incident reports and blotter extracts, present physical security briefings, prepare physical security reports, respond to security questions and queries from the public, compile and prepare statistical data related to physical security issues or concerns, prepare Center wide security announcements, update physical security information contained in MSFC Protective Services webpage's, attend meetings representing the Protective Physical Security Team, conduct physical security audits, conduct physical security vulnerability assessments, liaison with other physical security professionals, determine and make disposition of items turned in a found property

7.6.B Perform general support personnel security tasks including: process security clearance and background investigation documentation in preparation for adjudication, prepare documentation for visits by Foreign Nationals and Foreign Representative (FN&FR), perform database searches for information related to personnel security matters, obtain International Visit Coordinator (IVC) approval for visits by FN/FR, distribute and file personnel security documentation, coordinate personnel security actions with other MSFC employees, coordinate briefings for FN/FR escorts, utilize the automated NASA Foreign National Management System to record information on FN/FR visits coordinate for badges for FN/FR visitors.

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. Contractor shall provide dedicated supervisory oversight to ensure effective implementation and guidance of the program security effort.

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), Orbital Space Plane Program (OSP) and the follow-on CEV Program. Provide Program Security support to the Center Special Security Office (SSO) in the area of Sensitive Compartmented Information Facility (SCIF) management, including day-to-day operation of the SCIF. Program shall focus on planning, security integration, ITAR controls, physical security controls, database management, classified processing, communications security and security of information technology systems."

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.

Scanner	503034		4312	114B
Signature Pad, Optical Reader (detagged)			4312	100
Television Monitor, Zenith	1079935		4608	
Television, Sony - Detagged	1938042		4312	114C
Television, Sony - Detagged			4312	112
Typewriter, IBM	0733509	6114790	4312	107
Typewriter, IBM	0676727	4630142	4312	100
VCR, Panasonic	1958612	D8IC93465	4608	
VCR, Phillips		19980335	4312	114B
Vicon Control VPS1300	1723162		4312	114B
Adding machine -- Detagged		J500IBU-OAB8A-090078	4312	114D
Adding Machine (Calculator)	0676724	6122159	4312	100A
Binoculars	0676710		4312	114C
Binoculars	0676709		4312	114C
Electric Slot Punch	2014884		4312	100
Electric Slot Punch			4200	Lobby
Printer LaserJet	1443898		4200	217
Printer, Epson	1013473		4312	114D
Printer, LaserJet III, HP	1146076	3033A06033	4312	106
Television	1938452		4312	100
Television, Sony	1938451		4312	104
Typewriter	0733516	6113980	4312	106
Typewriter, IBM	0733509	6114790	4312	106
Typewriter, IBM	0623061	6902725	4608	

12.0 Contractor-Provided Property

12.1 Supplies and Materials

The contractor shall be required to provide all supplies and materials, including personal items such as hard hats, safety shoes, safety glasses, and personalized tools and equipment normally required in performance of this contract.

12.2 Vehicles

Contractor shall provide all required vehicles. The necessity for mobility in all weather conditions and across diverse terrain shall be a consideration when electing the type of vehicle(s) to be provided. The Government does require that the contractor maintain the ability to move items such as stanchions, traffic cones, and other items. The Government will provide all required security equipment, e.g., CCTV cameras and associated hardware, vehicle mounted two-way radios, laptop computers, emergency lights, sirens, spotlights, security marking, and other Government-provided security and communication equipment.