

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT CODE 01	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	PS33/MEF	7. ADMINISTERED BY (If other than Item 6) CODE	PS33/MEF

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

Edgar F. Sanchez  
TEL: 256-544-0175  
FAX: 256-544-3223

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)

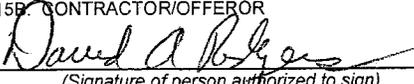
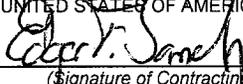
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

	Total Fixed Price	Total Sum Allotted
Previous	\$ 17,462,022	\$14,699,560
This Action	\$ 3,171	\$ 0
New Total	\$17,465,193	\$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. Rodgers, VP for Administration	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Edgar F. Sanchez Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/26/04 1/14/05
15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 1-18-05

The purpose of Modification No. 23 is to definitize the contractor proposals (for effort to be included in Option Periods 3 and 4) to replace the contractor leased vehicles (as lease expires) as a result of Modification No. 22, which changed the level of vehicle support necessary to accommodate Government Furnished electronic equipment (e.g. CCTV cameras and Laptop computers, etc). The effective period of performance for this effort is January 17, 2005. Therefore, the contract is modified in the following particulars:

- A. On the SF1449, Total Award Amount, increase Block 26 by \$3,171 (from \$17,462,022 to \$17,465,193) 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 \$5,390,312 by \$3,171 to \$5,393,483.
    - Increase the total firm fixed price for Option 4 from \$5,442,448 by \$4,242 to \$5,446,690.
- C. Under Clause 2, make the following modifications:
  - Under paragraph (a)
    - Under paragraph (a), increase the remaining balance from \$2,762,462 by \$3,171 to \$2,765,633 to reflect the additional effort to be incorporated under this modification for Option 3. Because of the dollar value associated with this effort, the schedule date for allotment of funds (February 3, 2005) remains unchanged.
    - Under paragraph (c), because of the dollar value associated with this effort the funded through date (February 3, 2005) remains unchanged.
- D. 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

Modification No. 22  
Dated August 27, 2004

Contractor  
Proposal Number

CIS Security Enhancements  
Dated December 21, 2004

- E. 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.

Page(s) Deleted  
5

Page(s) Added  
5

- 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

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	\$4,157,146	Exercised
Option No. 2	09/01/03 - 08/31/04	\$4,632,366	Exercised
Option No. 3	09/01/04 - 08/31/05	\$5,393,483	Exercised
Option No. 4	09/01/05 - 08/31/06	\$5,446,690	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	\$2,765,633

**\*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.