

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF 1	PAGES 2
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2. AMENDMENT/MODIFICATION NO. 38	3. EFFECTIVE DATE December 19, 2006	4. REQUISITION/PURCHASE REQ. NO. 4200183207	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	PS31-MEF	7. ADMINISTERED BY (If other than Item 6) CODE	PS31-MEF
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Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

A. Carol Terrell
256-544-6710
azona.c.terrell@nasa.gov

AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
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Coastal International Securities, Inc.
Attn: Mr. John Vitale
7025 Newington
Lorton, VA 22079

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

H-34723D

10B. DATED (SEE ITEM 13)

August 6, 2001

CODE	OTL97	CAGE CODE	100753
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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)

4200183207 \$407,000

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

<input type="checkbox"/>	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.
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<input type="checkbox"/>	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)
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<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(b) (1) and CLAUSE 2 a LIMITATION OF FUNDS CLAUSE.
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<input type="checkbox"/>	D. OTHER PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
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E. IMPORTANT: Contractor is not, is required to sign this document and return ____ copies to the issuing office.

	Fixed Amount	ID/IQ	Sum Allotted
Previous Amount	\$26,813,114	\$1,658,025.50	\$24,692,217
This Mod	-0-	\$ -0-	\$ 407,000
Revised Total	\$26,813,114	\$1,658,025.50	\$25,099,217

See page 2 for description.

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) A. Carol Terrell Contracting Officer
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15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED December 19, 2006
(Signature of person authorized to sign)		BY <u>Original Signed By:</u>	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to correct administrative errors and to provide incremental funding on Delivery Order H-34723D. The foregoing action is further implemented by the inclusion of the following changes:

1. Clause 2a. entitled "LIMITATION OF FUNDS (EFFECTIVE SEPT. 1, 2006)", Paragraph (a) on Page 8 (Mod 36) and Paragraph (c) on Page 9 (Mod 36) is revised, as delineated on the revised Page 8 (Mod 38) and Page 9 (Mod 38), the date should reflect January 23, 2007, in lieu of December 22, 2006.
2. Clause 17a. entitled "TASK ORDERING PROCEDURES (Effective September 1, 2006) last sentence in Paragraph (d), Page 25 (Mod 35) is revised, as delineated on the revised Page 25 (Mod 38) to reflect (as set forth in Attachment 8) in lieu of (as set forth in Attachment 6).
3. Attachment 1, Performance Work Statement, Clause 13.0, 1st Paragraph, 4th and 5th Sentence, Page I-25. entitled "INDEFINITE DELIVERY INDEFINITE QUANTITY (ID/IQ) EFFORT is revised, as delineated on the revised Page I-25 (Mod 38) to reflect Clause 17a in lieu of Clause H.2 and to reflect Clause 6b and 17a in lieu of Clause B.2 and H.2..
4. As a result of the foregoing changes, the following pages are deleted and the corresponding pages are substituted/added. Changes are noted by a vertical line in the right column.

Clause (s) Changed	Pages Deleted	Pages Substituted/Added
Clause 2a	Pages 8 & 9 (Mod 36)	Pages 8 & 9 (Mod 38)
Clause 17a, paragraph (d)	Clause 17a, paragraph (d) on Page 25 (Mod 35)	Clause 17a, paragraph (d) on Page 25 (Mod 38)
Attachment 1, PWS, Clause 13.0	Attachment 1, PWS, Clause 13.0, Page I-25	Attachment 1, PWS, Clause 13.0, Page I-25 (Mod 38)

5. All other terms and conditions of this contract remain unchanged.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional contract funds.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for the rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

2a. LIMITATION OF FUNDS (Effective September 1, 2006)

(a) Of the total price of the services identified as FFP, the sum of \$1,949,086 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>
January 23, 2007	\$1,713,897

(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). It is contemplated that funds presently allotted to this contract will cover the work to be performed until January 23, 2007.

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) (1) 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 subparagraph (c) (2) above, additional funds are not allotted by the date specified in subparagraph (c) (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 paragraphs (a) and (c) above shall apply to the additional funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional contract funds.

(i) A functional description of the work identifying the objectives or results desired from the contemplated Task Order.

(ii) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(iii) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(d) Within 2 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request. This Task Order Plan shall include a proposed not-to-exceed price for performance of the task including an estimate of the hours required by NASA Labor Category and any other resources necessary to perform the task. In estimating the total labor cost of the Task Order, the Contractor shall use the fully burdened labor rates and other direct cost as not-to-exceed rates and indirect rates for other direct costs as set forth in Attachment 8.

(e) After review and any necessary discussions, the Contracting Officer may issue a Task Order to the Contractor containing, as a minimum, the following:

(1) Date of the Order.

(2) Delivery Order number and Task Order number.

(3) Functional description of the work identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) A not-to-exceed price will be established for each Task Order.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(f) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 calendar day after receipt of the Task Order.

(g) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in paragraphs (a) through (f), a Task Order which includes a ceiling price may be issued.

ATTACHMENT 1
PERFORMANCE WORK STATEMENT

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.

13.0 Indefinite Delivery Indefinite Quantity (ID/IQ) Effort

The contractor shall perform work, travel, or purchase supplies and equipment, which is unpredictable and not currently part of the fixed-price portion of the PWS. While defined within the PWS, this effort requires support of special events defined in clause 17a. In support of these activities, the contractor shall respond to ID/IQ requirements as further defined in Clause 6b and 17a of the contract.

In support of Special ID/IQ MAF Emergency Deployment Readiness, the contractor shall maintain a capability to deploy an emergency force of 10 armed security officers, appropriate dispatchers, and appropriate supervisory personnel within 36 hours of notification. The emergency force shall be armed, fully equipped, self sustaining, and prepared to conduct 24/7 security operations for an initial period of 5 days. The Government may direct, or provide, the mode(s) of transportation utilized to deploy. Additional support to MAF for extended periods of time is contingent on the nature of the situation and the ability of MAF security personnel to safeguard the facility.