OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE 01	PAGE OF 1	PAGES 5

2. AMENDMENT/MODIFICATION NO. 39	3. EFFECTIVE DATE JAN 18 2007	4. REQUISITION/PURCHASE REQ. NO. 4200184406	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE PS31-MEF

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

7. ADMINISTERED BY *(If other than Item 6)* CODE PS31-MEF

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)*

Coastal International Securities, Inc.
Attn: Mr. John Vitale
7025 Newington
Lorton, VA 22079

CODE OTL97 CAGE CODE 100753

(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

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)*
4200184406 PLI 1 $1,218,000.00

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

	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.
X	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) 3; CLAUSE 6B FIRM FIXED-PRICE (FFP)/INDEFINITE DELIVERY/INDEFINITE QUANTITY, CONTRACT EXTENION and CLAUSE 2a LIMITATION OF FUNDS CLAUSE.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(b) (3) ,
	D. OTHER PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

	Fixed Amount	ID/IQ (Max. Qty.)	Sum Allotted
Previous Amount	$26,813,114	$1,658,026	$25,099,217
This Mod	-0-	$ -0-	$ 1,218,000
Revised Total	$26,813,114	$1,658,026	$26,317,217

Note: ID/IQ Revised Total includes Not-to-Exceed (NTE) maximum quantity ($505,702) for ID/IQ Extension CLIN 6 against Delivery Order H-34723D.
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	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Original Signed By: *(Signature of Contracting Officer)*	16C. DATE SIGNED JAN 19 2007

The purposes of this modification are to (1) reflect the current Task Order summation value pursuant to Clauses 6b and 17a and to (2) provide incremental funding for Firm-Fixed Price (FFP) plus all task orders pursuant to Clause 2a of Delivery Order H-34723D. The foregoing action is further implemented by the inclusion of the following changes:

1. Clause 1a. entitled "FIRM FIXED PRICE (FFP) CONTRACT EXTENSION (EFFECTIVE SEPT. 1, 2006)", Paragraph (b), EXTENSION CLIN 6, Column FFP* on Page 5 (Mod 36) is revised, as delineated on the revised Page 5 (Mod 39) to reflect the ID/IQ Summation of Task Orders Base Potential of $106,899 for CLIN 6.

2. Clause 2a. entitled "LIMITATION OF FUNDS (EFFECTIVE SEPT. 1, 2006)", Paragraph (a) on Page 8 (Mod 38) and Paragraph (c) on Page 9 (Mod 38) is revised, as delineated on the revised Page 8 (Mod 39) and Page 9 (Mod 39) to reflect incremental funding of $1,218,000. Total Sum Allotted is increased from $1,949,086 to "$3,167,086"; the remaining balance is decreased from $1,713,897 to "$602,796"; the revised schedule for allotment of funds is changed from January 23, 2007 to April 30, 2007; adjustment to remaining balance and schedule for allotment of funds reflects the summation value of task orders ($106,899). This clause is also annotated to clarify that the funding limitation and schedule for allotment of funds clause are applicable to all task orders (effective September 1, 2006).

3. 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 1a	Page 5 (Mod 36)	Page 5 (Mod 39)
Clause 2a	Pages 8 & 9 (Mod 38)	Pages 8 & 9 (Mod 39)

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

`SUPPLIES OR SERVICES AND PRICES/COSTS

1. FIRM FIXED PRICE (Effective through August 31, 2006)

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

ORDERING PERIOD	PERIOD COVERED	FIRM FIXED PRICE
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:

OPTION	PERIOD COVERED	FIRM FIXED Price	Status of Options
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	$5,489,056	Exercised
Option No. 4	09/01/05 - 08/31/06	$5,589,365	Exercised

C. The summation of the ID/IQ Task Orders for the current GSA order including Base period plus all four options is $1,152,323.50.

D. The total contract value for this GSA order including firm-fixed price portion plus the ID/IQ requirements for the basic period plus all four options is $24,302,454.50.

1a. FIRM FIXED PRICE (FFP) CONTRACT EXTENSION (EFFECTIVE SEPT. 1, 2006)

(a) The total firm-fixed price of this contract extension is $ 3,662,983

(b) The following reflects the current contract prices of the individual contract line item numbers (CLIN).

EXTENSION CLIN NUMBER	PERIOD COVERED	DESCRIPTION	FFP*
EXTENSION CLIN 1	09/01/2006 thru 05/31/2007	Mission Services Base 9-Month Period (9 MOS)	$3,662,983
EXTENSION CLIN 6 (See Clause 6a.)	09/01/2006 thru 05/31/2007	ID/IQ Summation of Task Orders Base Extension	$ 106,899

*** Includes summation of CLIN 6 task order values for the following task order: Task Order No. 1.**

(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 them 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 $3,167,086 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

Date	Amounts
April 30, 2007	$602,796

NOTE: Clause 2a. Limitation of Funds (Effective September 1, 2006) shall include funds for Task Orders issued against D.O. H-34723D.

(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 April 30, 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.