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OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF

PAGES

01

1

2

2. AMENDMENT/MODIFICATION NO.

56

3. EFFECTIVE DATE

1 8 2008

4. REQUISITION/PURCHASE REQ. NO.

See Block 12

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

PS31-MEF

7. ADMINISTERED BY (if other than Item

6)

CODE

PS31-MEF

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)

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

(x)

9A. AMENDMENT OF SOLICITATION NO.

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

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)

PR 4200240704 PLI 1 \$2,496,492.00

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.

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)(1) and mutual agreement of the parties.

D. OTHER PURSUANT TO THE AUTHORITY OF FAR 43.103(b) AND CLAUSE 2A LIMITATION OF FUNDS CLAUSE,

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

| | FFP Lump Sum Amount | Max ID/IQ Qty | ID/IQ Summation of T.O. NTE Values | Sum Allotted |
|-------------------|------------------------|-----------------|---------------------------------------|-----------------|
| Previous Amount : | \$34,718,052.00 | \$10,150,739.00 | \$6,373,246.54 | \$39,498,859.00 |
| Revised this mod: | \$ 37,284.00 | \$ 0.00 | \$ 0.00 | \$ 132,089.00 |
| Revised Total: | \$34,755,336.00 | \$10,150,739.00 | \$6,373,246.54 | \$39,630,948.00 |

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)

Curtis L. Weenan Jr President

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

A. Carol Terrell
Contracting Officer

15B. CONTRACTOR/OFFEROR

Curtis L. Weenan Jr
(Signature of person authorized to sign)

15C. DATE SIGNED

16 June 2008

16B. UNITED STATES OF AMERICA

BY A. Carol Terrell
(Signature of Contracting Officer)

16C. DATE SIGNED

JUN 18 2008

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

The purposes of this modification are to (A) definitize the contractor's proposal dated June 3, 2008, associated with the additional requirement of Emergency management support at MSFC (B) revise the Performance Work Statement to include Emergency Management support at MSFC (C) increase contract value to reflect the additional requirement and (D) provide incremental funding for Firm-Fixed Price (FFP) plus all task orders pursuant to the Limitation of funds Clause in Delivery Order H-34723D. As a result of this action, various parts of the delivery order are revised. Accordingly, the delivery order is modified as follows:

1. Clause 1a. FIRM FIXED PRICE (FFP) CONTRACT EXTENSION (EFFECTIVE SEPT. 1, 2006), Paragraph (b) EX CLIN 11, Page 5a (Mod 55) is revised as delineated on the revised Page 5a (Mod 56) in order to reflect a summation of the total firm-fixed price associated with the addition of Emergency Management support for EX CLIN 11, Firm-Fixed Price (7Mos). FFP for EX CLIN 11 is changed from \$3,001,811 by \$37,284 to \$3,039,095. Effective date for the additional requirement is July 1, 2008 thru December 31, 2008.

2. Clause 2a, LIMITATION OF FUNDS (Effective September 1, 2006), Paragraph (a) on Page 8 (Mod 55) is revised as delineated on the revised Page 8 (Mod 56) to reflect incremental funding in the amount of \$132,089 for EXTENSION CLIN 11 and EXTENSION CLIN 12 of the additional 7-month extension period of performance. The Total Sum Allotted is increased from \$15,131,352 by \$132,089 to \$15,263,441; the remaining balance is decreased from \$4,187,608 to \$4,092,803; the revised schedule for allotment of funds remains August 8, 2008.

3. ATTACHMENT 1, PERFORMANCE WORK STATEMENT, ELEMENT 7.18 PROGRAM SECURITY SERVICES, is revised as delineated on Page 1-13A (Mod 56) to include the addition of Paragraphs 7.18.9 thru Paragraphs 7.18.16.

4. As a result of the foregoing change(s), the following pages are added or deleted as shown and the corresponding page(s) substituted/added therefore, each delineated as Mod. 55. Change(s) are noted by a vertical line in the right margin.

| Page (s) /Clause (s) Changed | Pages Deleted | Pages Substituted/Added |
|---------------------------------|------------------|----------------------------|
| Clause 1a | Page 5a (Mod 55) | Page 5a (Mod 56) |
| Clause 2a | 8 (Mod 55) | 8 (Mod. 56) |
| Attachment 1, PWS, | 1-14 (Mod 55) | Page 1-13A; Page 1-14 |

| | | |
|--------------|--|----------|
| Element 7.18 | | (Mod 56) |
|--------------|--|----------|

H-34723D
Modification No. 56
Page 3

5. Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the change(s) and/or Contractor proposal(s) listed below, 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 said contract change(s) and/or contractor proposal(s) and/or for such additional obligations as may be required by this modification.

Contract Change Identification
NASA/MSFC RFP letter dated 05-22-2008
Modification No. 56

Contractor Proposal Number
Coastal International Security
Inc., proposal dated June 3, 2008

6. All other terms and conditions of H-34723D remain unchanged.

NASA Order H-34723D

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

| EXTENSION CLIN NUMBER | PERIOD COVERED | DESCRIPTION | FFP* |
|---|-------------------------------|--|---------------------|
| EX CLIN 1; EX CLIN 2; EX CLIN 3 & EX CLIN 4; | 09/01/2006 thru 02/28/2008 | Mission Services Base; Opt 1; Opt 2; Opt 3; Opt 4 plus (21 mos) | <u>\$8,566,110</u> |
| EX CLIN 11 | 06/01/2008 thru 12/31/2008 | Firm-Fixed Price (7 Mos) | \$3,039,095 |
| EX CLIN 6; EX CLIN 7; EX CLIN 8; EX CLIN 9; EX CLIN 10 | 09/01/2006 thru 12/31/2008 | ID/IQ Summation of Task Orders; Base; Opt 1; Opt 2; Opt 3; Opt 4 | <u>\$6,373,247*</u> |

- Includes summation of all task orders against H-34723D: (base period thru option 4)

NASA Order H-34723D

(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 \$15,263,441 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 8, 2008 | \$4,092,803 |

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.

ATTACHMENT 1
PERFORMANCE WORK STATEMENT

7.18.9 The contractor shall provide support to the MSFC Emergency Management Program. The program requires contractor personnel to work closely with the MSFC Emergency Management Director (EMD) and the Emergency Preparedness Officer (EPO) in the Emergency Operations Center (EOC).

7.18.10 The contractor shall provide support services in the management of the EOC. Responsibilities shall include operation, coordination and integration of emergency communications, weekly radio checks with emergency responders, storm spotters and local community, severe weather monitoring, directives and organizational updates, including current backup files and daily operation of the EOC.

7.18.11 The contractor shall assure operability of the equipment associated with the emergency operations software which includes arranging for system maintenance at the Government's expense, installing enhanced software provided by the Government, system security, and the development of procedures required to support the system.

7.18.12 The contractor shall assure the proper functioning and operation of all emergency equipment in the EOC. Operational weekly tests shall be performed on all EOC equipment. As maintenance is required, the contractor shall notify the EPO and then submit a work order to initiate repairs.

7.18.13 The contractor shall help assure the effective operability of the EWS by notifying the EPO when trouble calls are brought to their attention and to call in work orders to initiate repairs/testing to system by others. The EWS is the primary emergency warning system for MSFC and, therefore, critical that it is operational at all times. Any period of scheduled down time or system activation testing requires approval of the EMD or EPO. The EWS is maintained by others and controlled by the Government.

7.18.14 The contractor shall annually inspect each building onsite and the MSFC offices located offsite to evaluate the adequacy of designated protective areas and sufficiency of the emergency/evacuation plans. The Emergency/Evacuation Plans are posted in all occupied buildings to help achieve employee safety and health during an emergency. The contractor shall coordinate work orders for updating the plan, then repost and provide a weekly report to the EPO.

7.18.15 At MSFC, the contractor shall assist the MSFC Emergency Management Team with test, training and exercise program. The contractor shall develop two MSFC emergency tabletop exercises annually and deliver these to the Government for evaluation and execution. These exercises shall be in accordance with The National Planning Scenarios using the NASA exercise format.

7.18.16 The contractor shall assist the Emergency Management Team in coordinating and participating in an annual statewide severe weather preparedness drill.

7.18.17 The contractor shall be trained in Hazardous Waste Operations, Incident Command System, National Incident Management System, and National Response Framework.

NASA Order H-34723D

7.19 Industrial Security Services

7.19.1 The contractor shall provide Industrial Security Services in support of the MSFC Industrial Security Program. The contractor shall develop and publicize government approved Industrial Security policies and procedures. The contractor shall be responsible for Industrial Security support and training, including but not limited to, administering classified visit requests, maintaining industrial security databases, conducting classified custodian audits and inspections, maintaining audit and inspection records, providing advice and assistance in document classification, classified material handling, marking, and destruction, and development of System Security Authorization Agreements and DD Form 254 (Department of Defense Contract Security Classification Specification).

7.20 Michoud Assembly Facility (MAF) Security Services

7.20.1 The contractor shall provide all required protective services for the Michoud Assembly Facility (MAF), New Orleans, LA, as delineated in this element. All work under this element shall be performed only as a result of the issuance of a task order(s) issued by the Contracting Officer pursuant to Clauses 6b "Firm Fixed-Price (FFP/Indefinite Delivery/Indefinite Quantity (ID/IQ)", Contract Extension, and 17a "Task Ordering Procedure" of Delivery Order No. H-34723D (Effective September 1, 2006). The Contractor shall provide for all the requirements for one new sections which is MAF specific. This sections is Section 14 Fire Brigade. All requirements shall be performed to the same performance measurement standards as specified in the current MSFC PWS beginning August 1, 2007, through May 31, 2008, with the following changes/exclusions:

7.20.2 The contractor shall provide for all the requirements in Element 1 General, Paragraphs 1.1 thru 1.2 with the following changes: Paragraph 1.1, First Sentence, Line three is changed to "for all security functions at the Michoud Assembly Facility (MAF) in lieu of the Marshall Space Flight Center (MSFC)". The last sentence is changed to "All services called for in this PWS shall be performed in compliance with applicable NASA and MSFC regulations and policies, Federal, State, and local laws", deleting Redstone Arsenal Laws.

7.20.3 The contractor shall provide for all the requirements of Element 2.0 Management, Paragraphs 2.1 thru 2.11 with the following changes: (1) all references to specific MSFC facilities are changed to MAF facilities; and (2) Paragraph 2.3, first sentence, is changed to "The contractor shall provide a full-time Project Manager." in lieu of "The contractor shall provide a full-time Project Manager and a full-time Operations Manager".