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OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF 1	PAGES 2
2. AMENDMENT/MODIFICATION NO. 57	3. EFFECTIVE DATE July 30, 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)			(x)	9A. AMENDMENT OF SOLICITATION NO.	
Coastal International Securities, Inc. Attn: Mr. John Vitale 7025 Newington Road Lorton, VA 22079				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. H-34723D	
CODE OTL97 CAGE CODE 100753				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)
See Page 2a

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 :	\$34,755,336.00	\$10,150,739.00	\$6,373,246.54	\$39,630,948.00
Revised this mod:	\$ 0.00	\$ 97,780.90	\$ 0.00	\$ 525,000.00
Revised Total:	\$34,755,336.00	\$10,248,519.90	\$6,373,246.54	\$40,155,948.00

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) A. Carol Terrell Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Original Signed by BY A. Carol Terrell (Signature of Contracting Officer)	16C. DATE SIGNED July 30, 2008
(Signature of person authorized to sign)			

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 purposes of this modification are to (A) revise Clause A. Federal Acquisition Regulation Clauses pursuant to NASA Policy Directive 1600.3 to include MSFC 52.223-93 (B) incorporate additional support of the workload associated with HSPD12 and NASA Procedural Requirement 1600.1 into the delivery order (C) increase contract value to reflect the additional support 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 (E) incorporate the Collective Bargaining Agreement's (CBA) for Michoud Assembly Facility (MAF) and Marshall Space Flight Center (MSFC) into the delivery order. As a result of this action, various parts of the delivery order are revised. Accordingly, the delivery order is modified as follows:

1. Clause A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES is revised as delineated on the revised Page 3 (Mod 57) in order to reflect the addition of FAR Clause 52.223-93 Advanced Notification of Contractor Employee Discipline or Involuntary Termination (FEB 2008).
2. Clause 1a. FIRM FIXED PRICE (FFP) CONTRACT EXTENSION (EFFECTIVE SEPT. 1, 2006), Paragraph (b), Page 5a (Mod 56) is revised as delineated on the revised Page 5a (Mod. 57) Paragraph b in order to reflect a summation of the total firm-fixed price associated with the extensions of the period of performance through December 31, 2008. IDIQ Summation of Task Orders is revised from \$6,373,247 to \$9,066,196. IDIQ for EX CLIN 12 is changed from \$3,204,042 by \$97,781 to \$3,301,823.
3. Clause 2a, LIMITATION OF FUNDS (Effective September 1, 2006), Paragraph (a) on Page 8 (Mod 56) is revised as delineated on the revised Page 8 (Mod 57) to reflect incremental funding in the amount of \$525,000 for EXTENSION CLIN 11 and EXTENSION CLIN 12 of the additional 7-month extension period of performance. The Total Sum Allotted is increased from \$15,263,441 by \$525,000 to \$15,788,441; the remaining balance is decreased from \$4,092,803 to \$3,665,583.58; the revised schedule for allotment of funds remains November 15, 2008.
4. Clause 6b, FIRM FIXED-PRICE (FFP)/INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ), CONTRACT EXTENSION (EFFECTIVE September 1, 2006) Page 15 (Mod 55), is revised as delineated on the revised Page 15 (Mod 57) in order to reflect the additional support of the workload associated with Task Order 1 against DO H-34723D, EXTENSION CLIN 12 ID/IQ Minimum and Maximum quantities (7-month extension). The IDIQ Dollars Min/Max Range is increased from \$3,204,042 to \$3,301,823.

5. Clause 18a. NATIONAL LABOR RELATIONS ACT (EFFECTIVE September 1, 2006) Page 27 (Mod 35), is revised as delineated on the revised Page 27 (Mod 57) in order to reflect the incorporation of the Collective Bargaining Agreement between Coastal International Security, Inc. (CIS) and The International Union Security, Police, and Fire Professional of America (SPFPA) Local 316 for MSFC/Alabama and Local 710 MAF/Louisiana.

6. Attachment 3 Wage Determination and Comparability Statement - Alabama is revised as delineated to reflect the incorporation of the Collective Bargaining Agreement between Coastal International Security, Inc. (CIS) and The International Union Security, Police, and Fire Professional of America (SPFPA), Local 316. Page 3-11 (Mod 57) is added to Attachment 3.

7. Attachment 3A Wage Determination and Comparability Statement - Louisiana is revised as delineated to reflect the incorporation of the Collective Bargaining Agreement between Coastal International Security, Inc. (CIS) and The International Union Security, Police, and Fire Professional of America (SPFPA), Local 710. Page 3A-11 (Mod 57) is added to Attachment 3A.

8. 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 A	Page 3 (Mod 37)	Page 3 (Mod 57)
Clause 1a	Page 5a (Mod 56)	Page 5a (Mod 57)
Clause 2a	Page 8 (Mod 56)	Page 8 (Mod. 57)
Clause 6b	Page 15 (Mod 55)	Page 15 (Mod 57)
Clause 18a	Page 27 (Mod 35)	Page 27 (Mod 57)
Attachment 3	None	Page 3-11 (Mod 57)
Attachment 3A	None	Page 3A-11 (Mod 57)

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

THE TERMS INCLUDED HEREIN ARE IN ADDITION TO THOSE INCLUDED IN THE GSA CONTRACT. IN THE EVENT THERE IS/ARE ANY CONFLICT(S), THE TERMS INCLUDED HEREIN WILL TAKE PRECEDENCE.

Note – The words *contract* and *order* as shown herein are used synonymously

The following clauses are incorporated by reference, with the same force and effect as if they were given in full text.

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSES

<u>Clause No.</u>	<u>Title</u>
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2006)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (Jul 2005)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-93	Advanced Notification of Contractor Employee Discipline or Involuntary Termination (FEB 2008)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.228-5	Insurance – Work on a Government Installation (Jan 1997)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.245-2	Government Property (Fixed-Price Contracts) (May 2004)
52.253-1	Computer Generated Forms (Jan 1991)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause No.</u>	<u>Title</u>
1852.204-75	Security Classification Requirements (Sep 1989) Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of [Secret]. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment 8 and DD Form 254].

(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, 2, 3 4	09/01/2006 thru 02/28/2008	Mission Services Base ; Opt 1; Opt 2 ; Opt 3; Opt 4 (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; 7; 8; 9; 10; 12	09/01/2006 thru 12/31/2008	ID/IQ Summation of Task Orders	<u>\$9,066,196***</u>
EX CLIN 12	06/01/2008 thru 12/31/2008	IDIQ EX CLIN 12	\$3,301,823*****

- *** Includes summation of FFP Contract Extension (21 mos.)**
- ****Includes summation of FFP Contract Extension (7 mos.)**
- *****Includes summation of all Task Order Extensions against H-34723D**
- ******IDIQ EX CLIN 12 ONLY**

(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 \$15,788,441 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	\$3,665,584

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) 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until November 15, 2008.

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.

A G&A of (b)(4) as established in their basic GSA contract shall be applied to travel cost associated with the NGLT program only. Upon submission(s) of a trip report to the COTR, the contractor is authorized to submit an invoice to the Government for payment, in accordance with FAR Part 31. Invoicing for this travel shall be included with the monthly IDIQ invoice; the travel section of the invoice shall include complete backup documentation to support the invoiced travel amounts. At the end of each option period, the contracting officer shall remove all non-expended travel dollars listed in the options above, from the contract value via a unilateral contract modification.

(End of Clause)

6b. FIRM FIXED-PRICE (FFP)/ INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ), CONTRACT EXTENSION. (EFFECTIVE SEPTEMBER 1, 2006)

(a) This is a performance-based, Firm Fixed-Price (FFP), Mission Services Contract. In unusual circumstances and to cover special events work required that are of an emergency or unforeseen nature as defined in Clause 17a, the Contracting Officer may order work to be performed on an ID/IQ basis in accordance with the task ordering procedure described in Clause 17a. This clause establishes the minimum and maximum values for this ID/IQ portion of the Delivery Order.

(b) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government’s obligation is limited to payment of the minimum.

Extension ID/IQ CLIN Number	Order Periods	Period of Performance	IDIQ Dollars Min/Max Range
Extension CLIN 6	Base 9-Month Period (9Mos)	09/01/2006 -05/31/2007	0/\$505,702
Extension CLIN 7	Option 1 3-Month period (3-Mos)	06/01/200 -08/31/2007	0/\$622,651
Extension CLIN 8	Option 2 3-Month period (3-Mos)	09/01/2007–11/30/2007	0/\$1,530,820
Extension CLIN 9	Option 3 3-Month period (3-Mos)	12/01/2007–02/28/2008	0/\$1,530,820
Extension CLIN 10	Option 4 3-Month period (3-Mos)	03/01/2008–05/31/2008	0/\$1,574,380
Extension CLIN 11	7-Month Extension	06/01/2008 -12/31/2008	0/\$3,301,823

(c) Government Task Orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments to the Mission Services CLINS.

(d) The establishment of this ID/IQ portion of this Delivery Order does not inhibit the Government’s right to later award separate orders for similar or related services.

Union:

International Guards Union of America, Local No. 33
105 Arcade Street
Gadsden, AL 35903

Points of Contact:

Rachel Wilkes, President
Telephone No. 256/586-3258 or 256/546-4920
Jeff Fears, Business Manager
Telephone No. 256/796-1426

As a Government Contracting Activity we recognize the rights afforded these individuals by the National Labor Relations Act. Therefore, the successful Contractor agrees to maintain practices that are congruous with the mandatory provisions of law.

(End of Clause)

18a. **NATIONAL LABOR RELATIONS ACT (Effective September 1, 2006)**

The successful Contractor shall be required to comply with the requirements of the National Labor Relations Act. Further, MSFC encourages all contractors with bargaining agreements to become actively involved in the Area Labor-Management Relations Council sponsored jointly by the Marshall Space Flight Center and the Federal Mediation and Conciliation Service.

In this regard, be advised that the majority of the incumbent's service employees are represented by the following collective bargaining representative (Union) as follows:

MSFC Union:

International Union Security Police Fire
Professionals of America
and its Amalgamated Local 316
Address:

Points of Contact:

David A. Spray, President
10006 Dunbarton Drive
Huntsville, Alabama 35803
Telephone No. 256-348-2305
Chris Thigpen/Financial Officer
Telephone No. 256-603-2039

MAF Union:

International Union Security, Police, and Fire
Professionals of America, Local 710
4524 Cleveland Ave
New Orleans, LA 70119

Points of Contact:

Nathan S. Jones, President
Telephone No. 504-615-1959

As a Government Contracting Activity we recognize the rights afforded these individuals by the National Labor Relations Act. Therefore, the successful Contractor agrees to maintain practices that are congruous with the mandatory provisions of law.

(End of Clause)

19. **RESERVE GATE PROCEDURE/ONE-GATE PLAN**

In the event of a labor dispute, the Government may restrict the ingress and egress of the Contractor's employees and suppliers to a specific gate. The Contractor agrees to have his employees re-badged (if necessary) and to direct them and the suppliers to utilize only the designated gate.

(End of Clause)

ATTACHMENT 3

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: **CBA-2008-2058**
Revision No.: **0**
Date Of Last Revision: **5/6/2008**

State: **Alabama**

Area: **Madison**

Employed on The National Aeronautics and Space Administration, George C. Marshall Space Flight Center contract for Security Support Services.

Collective Bargaining Agreement between contractor: Coastal International Security, Inc. and union: International Union Security, Police, and Fire Professional of America local 316 effective 04/28/2008 through 09/30/2011.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

ATTACHMENT 3A

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: **CBA-2008-1915**
Revision No.: **1**
Date Of Last Revision: **1/31/2008**

State: **Louisiana**

Area: **Orleans**

Employed on National Aeronautics and Space Administration, Marshall Space Flight Center, Michoud Assembly Facility contract for Security and Fire Support Services.

Collective Bargaining Agreement between contractor: Coastal International Security, Inc., and union: The International Union Security, Police, and Fire Professional of America and its local 710 effective 11/05/2007 through 09/30/2010 and amended on 11/16/2007.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).