

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF 1	PAGES 3
2. AMENDMENT/MODIFICATION NO. 65	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. See Page 2 of 3		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) A. Carol Terrell 256-544-6710 azona.c.terrell@nasa.gov		CODE	MGG
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Coastal International Security, Inc. Attn: Mr. John Vitale Suite 204 8198 Terminal Road Lorton, VA 22079-1141			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				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 2 of 3

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) and Mutual Agreement of Both 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.

	<u>FFP Lump Sum</u> <u>Amount</u>	<u>Max ID/IQ Qty</u>	<u>ID/IQ Summation</u> <u>of T.O. NTE Values</u>	<u>Sum Allotted</u>
Previous Amount :	\$37,462,602.00	\$12,919,062.00	\$6,373,246.54	\$48,263,645.48
Revised this mod:	\$ 531,789.00	\$ 551,551.00	\$ -0-	\$ -0-
Revised Total:	\$37,994,391.00	\$13,470,613.00	\$6,373,246.54	\$48,263,645.48

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K. Fenn Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purposes of this modification are to (1) extend the period of performance through June 30, 2009; (2) definitize the contractor's proposal dated March 24, 2009, associated with the extension, thereby increasing the FFP value in the amount of \$531,789 and the Maximum Potential IDIQ value in the amount of \$551,551; 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 (a) on Page 5 (Mod 64) is revised, as delineated on the revised Page 5 (Mod 65), to reflect the increase in the total firm-fixed price of the contract extension from \$10,112,910 by \$531,789 to \$10,644,699. Paragraph (b) on Page 5a (Mod 64) is revised, as delineated on the revised Page 5a (Mod 65) to reflect the following changes in the individual contract line item numbers (CLIN):

EX CLIN 1, 2, 3, 4: Period covered is changed from 5/31/2009; to 6/30/2009; Description is changed from (33 mos) to (34 mos) and FFP is changed from \$10,112,910 by \$531,789 to \$10,644,699 to reflect the one-month extension.

EX CLIN 11: Period covered is changed from 5/31/2009; to 6/30/2009; Description is change from (12 mos) to (13 mos); and FFP is changed from \$5,746,361 by \$531,789 to \$6,278,150 to reflect the one-month extension.

EX CLIN 6, 7, 8, 9, 10 and 12: Period covered is changed from 5/31/2009 to 6/30/2009; Description is changed from (33 mos) to (34 mos) and FFP is changed from \$11,736,738 by \$551,551 to \$12,288,289 to reflect summation of all task order extensions against H-34723D.

EX CLIN 12: Period covered is changed from 5/31/2009 to 6/30/2009; Description is changed from (12 mos.) to (13 mos.); and FFP is changed from \$5,972,365 by \$551,551 to \$6,523,916 to reflect extension of EX CLIN 12 only.

(2) Clause 3a. entitled "PERIOD OF PERFORMANCE, CONTRACT EXTENSION (EFFECTIVE SEPT. 1, 2006)", Paragraph (A) on Page 10 (Mod 64) is revised, as delineated on the revised Page 10 (Mod 65), to reflect the extension of the period of performance from May 31, 2009 to June 30, 2009.

(3) Clause 6b. entitled "FIRM FIXED-PRICE (FFP)/INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ), CONTRACT EXTENSION. (EFFECTIVE SEPTEMBER 1, 2006)", Paragraph (b) on Page 15 (Mod 64) is revised, as delineated on the revised Page 15 (Mod 65), to reflect the increase of Extension CLIN 12 as a result of extending the period of performance by one-month.

(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. 64. Change(s) are noted by a vertical line in the right margin.

Page (s) /Clause (s) Changed	Pages Deleted	Pages Substituted/Added
Clause 1a	5 thru 5a (Mod 64)	5 thru 5a (Mod.65)
Clause 3a	10 thru 11 (Mod 64)	10 thru 11 (Mod 65)
Clause 6b	15 (Mod 64)	15 (Mod 65)

(5) All other terms and conditions of H34723D 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:

<u>ORDERING PERIOD</u>	<u>PERIOD COVERED</u>	<u>FIRM FIXED PRICE</u>
Base Period	08/06/01- 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	<u>\$4,157,146</u>	Exercised
Option No. 2	09/01/03 - 08/31/04	<u>\$4,632,366</u>	Exercised
Option No. 3	09/01/04 - 08/31/05	<u>\$5,489,056</u>	Exercised
Option No. 4	09/01/05 - 08/31/06	<u>\$5,589,365</u>	Exercised

C. The summation of the ID/IQ Task Orders for the current GSA order including Base period plus all four options is \$1,182,323.50.

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 \$24,332,454.50.

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

(a) The total firm-fixed price of this contract extension is \$ 10,644,699.

(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 05/31/2009	Mission Services Base ; Opt 1; Opt 2 ; Opt 3; Opt 4 plus (33 mos)	\$ 10,644,699*
EX CLIN 11	06/01/2008 thru 05/31/2009	Firm-Fixed Price (12 Mos)	\$6,278,150**
EX CLIN 6, 7, 8, 9, 10 and 12	09/01/2006 thru 05/31/2009	ID/IQ Summation of Task Orders	\$12,288,289***
EX CLIN 12	06/01/2008 thru 05/31/2009	IDIQ EX CLIN 12	\$6,523,916****

- ***Includes summation of FFP Contract Extension (All 33 Mos).**
- ****Includes summation of FFP EX CLIN 11 Contract Extension for the 7 mos extension, 2 mos extension, 1 month extension plus the additional 2 mos extension.**
- *****Includes summation of all Task Order Extensions against H-34723D.**
- ******Includes summation of IDIQ EX CLIN 12 Contract Extension for the 7 mos extension, 2 mos extension, 1 month extension plus the additional 2 mos extension.**

(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)

3. PERIOD OF PERFORMANCE (Effective through August 31, 2006)

A. The period of performance of this GSA order shall be September 1, 2002 through August 31, 2006.

B. In the event the Government elects to exercise its option(s) pursuant to the terms of this GSA order, the period of performance for each option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
1	September 1, 2002 – August 31, 2003
2	September 1, 2003 – August 31, 2004
3	September 1, 2004 – August 31, 2005
4	September 1, 2005 – August 31, 2006

(End of Clause)

3a. PERIOD OF PERFORMANCE, CONTRACT EXTENSION (EFFECTIVE SEPTEMBER 1, 2006)

A. The period of performance of this GSA order extension shall be September 1, 2006 through June 30, 2009.

B. In the event the Government elects to exercise its extension option(s) pursuant to the terms of this GSA order, the period of performance for each extension option shall be as set forth on the next page:

Option No.	Period of Performance
1	June 1, 2007 – August 31, 2007
2	September 1, 2007 – November 31, 2007
3	December 1, 2007 – February 28, 2008
4	March 1, 2008 – May 31, 2008
7-Month Ext.	June 1, 2008 – December 31, 2008
2- Month Ext.	January 1, 2008 – February 28, 2009
1-Month Ext.	March 1, 2009 – March 31, 2009
1-Month Ext.	April 1, 2009 – April 30, 2009
1-Month Ext.	May 1, 2009 – May 31, 2009
1-Month Ext	June 1, 2009 – June 30, 2009

(End of Clause)

4. PLACE OF PERFORMANCE (MSFC 52.237-92) (AUG 1988)

The Contractor shall perform the work under this order at the George C. Marshall Space Flight Center, Alabama, or at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

5. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION

A. Classification, Grades and Rates

<u>Employee Class</u>	<u>Grade</u>	<u>Rate</u>
Officer (Guard)	GS-04	\$11.18
Sergeant	GS-06	\$13.94
Lieutenant	GS-07	\$15.49
Locksmith	WG-09	\$15.16
Computer Operator I	GS-04	\$11.18
Computer Operator II	GS-05	\$12.51
General Clerk III	GS-03	\$9.91
General Clerk IV	GS-04	\$11.59

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 12	9-Month Extension	06/01/2008-2/28/2009	0/\$4,848,525
Extension CLIN 12	1-Moonth Extension	03/01/2009 - 03/31/2009	0/\$561,920
Extension CLIN 12	1-Month Extension	04/01/2009 - 04/30/2009	0/\$561,920
Extension CLIN 12	1-Month Extension	05/01/2009 - 05/31/2009	0/\$561,920
Extension CLIN 12	1-Month Extension	06/01/2009 - 06/30/2009	0/\$551,551

(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.

Pages 9 through 10 redacted for the following reasons:

(b)(4)