

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 000085		3. EFFECTIVE DATE 10/01/2010		4. REQUISITION/PURCHASE REQ. NO. 4200353806	
5. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		6. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Carol Terrell/PS33 MSFC Procurement Office Phone: 256-544-6710 Fax: 256-544-8993 Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) C I S Attn: John Vitale 8198 TERMINAL RD STE 204 LORTON VA 22079-1141		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE OTL97 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. GS07F0352K H34723D		10B. DATED (SEE ITEM 13) 08/06/2001	

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 9 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 ACKNOWLEDGEMENT 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)
4200353806 5542, 831 10

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

CHECK ONE	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: Clause 7 Option to extend the term of this GSA order and mutual agreement of both parties.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification 85 definitizes a proposal; extends the period of performance, increases contract value as a result of the extension. This mod also incrementally funds the contract and incorporates revised WDS and CBA's.

Delivery Location Code: MSFC
NASA/Marshall Space Flight Center
Marshall Space Flight Center AL 35812

The purpose of this modification is to:

- (1) definitizes a proposal for security services for October 1, 2010 thru October 31, 2010
- Continued ...

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) John C. Vitale CONTRACT ADMIN		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>		16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	
15C. DATE SIGNED 9/3/10		16C. DATE SIGNED 9-9-10	

ATTACHMENT 1

NASA Order H-34723D Modification 85

Standard Form 30; Block 14

	<u>FFP Lump Sum Amount</u>	<u>Max ID/IQ Qty</u>	<u>Sum Allotted</u>
Previous Amount :	\$ 46,656,839.35	\$21,509,780.00	\$66,784,295.97
Revised this mod:	<u>\$ 592,309.00</u>	<u>\$ 542,820.00</u>	<u>\$ 542,831.10</u>
Revised Total:	\$ 47,249,148.35	\$ 22,052,600.00	\$67,327,127.07

1. The purposes of this modification are to:

- (a) definitize a proposal for security services for the month of October 2010;
- (b) extend the period of performance from September 30, 2010 thru Oct 31, 2010;
- (c) increase contract value; thereby increasing the FFP value in the amount of \$592,309 and the Maximum Potential IDIQ value in the amount of \$542,820.
- (d) incorporate the revised applicable Wage Determination's and Collective Bargaining Agreement (CBAs) in the delivery order for extensions;
- (e) incrementally fund the contract pursuant to the Limitation of Funds Clause;

2. The following paragraphs have been modified. Slip-sheets to the delivery order are provided with sidebars indicating change.

- Clause 1a. Firm Fixed Price Contract Extension (Effective September 1, 2006) is revised to incorporate the value associated with definitization of the proposal and the extension.
- Paragraph 2a. Limitation of Funds.
- Clause 3a Period of Performance, Contract Extension (Effective September 1, 2006).
- Clause 6b Firm Fixed-Price (FFP)/Indefinite Delivery/Indefinite Quantity (IDIQ), Contract Extension (Effective September 1, 2006).
- Attachment 3 and Attachment 3a.
- Attachment 8
- Attachment 8A

3. All other terms and conditions of H34723D remain unchanged.

4. Contractor's Statement of Release – In consideration of the modification agreed to herein as completed equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal 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 and/or contractor proposal, and for such additional obligations as may be required by this modification.

Block 12 Accounting and Appropriation Data:

4200353806 6100.2520.FC000000.735200.01.01.08.EXCX22010D \$ 542,831.10

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 \$19,899,456.54.

(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 10/31/2010	Mission Services Base ; Opt 1; Opt 2 ; Opt 3; Opt 4 plus (49 mos)	\$19,899,456.54.*
EX CLIN 11	06/01/2008 thru 10/31/2010	Firm-Fixed Price (29 Mos)	\$15,532,906.54 **
EX CLIN 6, 7, 8, 9, 10 and 12	09/01/2006 thru 10/31/2010	ID/IQ Summation of Task Orders (50 mos)	\$20,870,276.71 ****
EX CLIN 12	06/01/2008 thru 10/31/2010	IDIQ EX CLIN 12 (29 mos)	\$15,667,823.71 ****

- ***Includes summation of FFP Contract Extension (All 49 Mos).**
- ****Includes summation of FFP EX CLIN 11 Contract Extension from Mod 55 thru Mod 85.**
- *****Includes summation of all Task Order Extensions against H-34723D.**
- ******Includes summation of IDIQ EX CLIN 12 only. (29 mos).**

(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 \$42,959,621.07 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>
October 15, 2010	\$792,309.00

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 October 15, 2010.

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.

(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 October 31, 2010.

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
1-Month Ext	July 1, 2009 – July 31, 2009
1-Month Ext	August 1, 2009 – August 31, 2009
1-Month Ext	September 1, 2009 – September 30, 2009
1-Month Ext	October 1, 2009 – October 31, 2009
1-Month Ext	November 1, 2009 – November 30, 2009
1-Month Ext	December 1, 2009 – December 31, 2009
1-Month Ext	January 1, 2010 – January 31, 2010
1-Month Ext	February 1, 2010 – February 28, 2010
1-Month Ext	March 1, 2010 – March 31, 2010
1-Month Ext	April 1, 2010 – April 30, 2010
1-Month Ext	May 1, 2010 – May 31, 2010
1-Month Ext	June 1, 2010 – June 30, 2010
1-Month Ext	July 1, 2010 – July 31, 2010
1-Month Ext	August 1, 2010 – August 31, 2010
1-Month Ext	September 1, 2010 – September 30, 2010
1-Month Ext	October 1, 2010 – October 31, 2010

(End of Clause)

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

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 - 02/28/2009	0/\$4,848,525
Extension CLIN 12	1-Month 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
Extension CLIN 12	1-Month Extension	07/01/2009 - 07/31/2009	0/\$543,042
Extension CLIN 12	1-Month Extension	08/01/2009 - 08/31/2009	0/\$543,042
Extension CLIN 12	1-Month Extension	09/01/2009 - 09/30/2009	0/\$579,496
Extension CLIN 12	1-Month Extension	10/01/2009 - 10/31/2009	0/\$676,266
Extension CLIN 12	1-Month Extension	11/01/2009 - 11/30/2009	0/\$476,175
Extension CLIN 12	1-Month Extension	12/01/2009 - 12/31/2009	0/\$500,397
Extension CLIN 12	1-Month Extension	01/01/2010 - 01/31/2010	0/\$520,311
Extension CLIN 12	1-Month Extension	02/01/2010 - 02/28/2010	0/\$500,397
Extension CLIN 12	1-Month Extension	03/01/2010 - 02/28/2010	0/\$522,252
Extension CLIN 12	1-Month Extension	04/01/2010 - 04/30/2010	0/\$522,252
Extension CLIN 12	1-Month Extension	05/01/2010 - 05/31/2010	0/\$521,214
Extension CLIN 12	1-Month Extension	06/01/2010 - 06/30/2010	0/\$522,252
Extension CLIN 12	1-Month Extension	07/01/2010 - 07/31/2010	0/\$521,214
Extension CLIN 12	1-Month Extension	08/01/2010 - 08/31/2010	0/\$522,252
Extension CLIN 12	1-Month Extension	09/01/2010 - 09/30/2010	0/\$525,908
Extension CLIN 12	1-Month Extension	10/01/2010 - 10/31/2010	0/\$542,820

(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.

ATTACHMENT 8

Rates effective October 1, 2010 thru October 31, 2010

LABOR CATEGORY	RATE
Sergeant (Security Police Officer, Supervisor) WD: Police Officer II #27132	\$42.38
Lieutenant (Security Police Officer, Supervisor) WD: Police Officer II #27132	\$43.13
Emergency Response Team (SPO) WD: Police Officer II #27132	\$41.65
Investigator (Security Police Officer) WD: Police Officer II #27132	\$39.98
ID Administration Clerk II (Conformed) WD: General Clerk II #01111	\$23.55
ID Administration Clerk II (Conformed) WD: General Clerk III #01113	\$26.69
Dispatcher WD: Guard II #27102	\$38.62
Security Officer WD: Guard II #27102	\$39.08
Operations Assistant WD: Police Officer II #27132	\$40.42
Personnel Security Specialist (Conformed) WD: General Clerk III #01113	\$26.63
Project Administrator (Conformed) WD: Secretary III #01113	\$33.71
Assistant Trainer (Lt) (Security Police Officer) WD: Police Officer II #27132	\$40.42
Project Manager Salaried	\$73.37
Operations Manager (Salaried)	\$68.34
Program Security Manager (Salaried)	\$67.79
Administrative Manager (Salaried)	\$44.07
Training Coordinator (Salaried)	\$43.59
Program Security Specialists II (Salaried)	\$59.41
Program Security Specialists I (Salaried)	\$48.19
Locksmith WD: Locksmith #23510	\$38.35
Physical Security Specialist (Salaried)	\$45.39
Industrial Security Specialist (Salaried)	\$51.24
Personnel Security Manager (Salaried)	\$49.41

ATTACHMENT 8A

Rates effective October 1, 2010 thru October 31, 2010

LABOR CATEGORY	RATE
Sergeant (Security Police Officer, Supervisor) WD: Police Officer II #27132	\$45.61
Lieutenant (Security Police Officer, Supervisor) WD: Police Officer II #27132	\$46.46
Emergency Response Team (SPO) WD: Police Officer II #27132	\$43.06
Captain (New Addition) WD: Police Officer II #27132	\$47.12
Investigator (Security Police Officer) WD: Police Officer II #27132	\$-0-
Security Officer WD: Guard II #27102	\$43.13
Dispatcher WD: Guard II #27102	\$43.27
Fire Brigade Officer CBA: Security Inspector	\$45.50
Crew Chief (Fire Brigade) WD: Guard II (Sgt) adjusted to CBA Wage	\$45.61
ID Administration Clerk II (Conformed) WD: General Clerk III #01113	\$27.32
Personnel Security Specialist (Conformed) WD: General Clerk III #01113	\$27.31
Project Administrator (Conformed) WD: Secretary III #01313	\$35.35
Locksmith WD: Locksmith #23510	\$36.58
Project Manager Salaried	\$58.74
Program Security Specialists II (Salaried)	\$-0-
Administrative Manager (Salaried)	\$36.33
Training Coordinator (Salaried)	\$38.99
Physical Security Specialist	\$-0-
Fire Supervisor	\$42.72