

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000087	3. EFFECTIVE DATE 09/23/2010	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	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	CODE MSFC
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		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0TL97 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 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 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 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)

N/A

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

CHECK ONE X	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. FAR 43.103 (a) and mutual agreement of both parties.
	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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 87 replaces Clause MSFC 52.223-93, definitizes a proposal for "Joint Public Safety Communication Center" and a Request for Equitable adjustment, increases contract value as a result of the changes, modifies Clause 2a Limitation of Funds (Effective September 1, 2006) and Performance Work Statement.

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

The purpose of this modification is to:

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) <i>JOHN C. VITALE CONTRACT ADMIN</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) A. Carol Terrell
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)
15C. DATE SIGNED 9/23/10	16C. DATE SIGNED 9/23/2010

NAME OF OFFEROR OR CONTRACTOR
C I S

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(1) replaces Clause MSFC 52.223-93 with Clause MSFC 52.223-95 pursuant to MPR 1600.2 "Prevention of and Response to Threatening or Violent Behavior in the Workplace", (2) definitizes a proposal for Joint Public Safety Communications Center (JPSCC) and an equitable adjustment for Horizon Blowout Preventer which arrived on September 11, 2010 in lieu of September 12, 2010 (3) increases the contract value as a result of the changes and (4) modifies Clause 2a Limitation of Funds Clause, Paragraph (a), Schedule for Allotment of Funds to show increase and 5) the Performance Work Statement to incorporate Joint Public Safety Communications Center (JPSCC).</p> <p>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.86. Change(s) are noted by a vertical line in the right margin.</p> <p>Page(s)/Clause Pages Deleted Pages Added Substitu/Chg</p> <p>Clause A. Page 3 (Mod 87) Clause 1a, Page 5 and 5a (Mod 87) Clause 2a, Pages 8 (Mod 87) Attachment 1 Performance Work Statement, Page</p> <p>All other terms and conditions of H34723D remain unchanged.</p> <p>Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

ATTACHMENT 1

NASA Order H-34723D
Modification 87

Standard Form 30; Block 14

	<u>FFP Lump Sum Amount</u>	<u>Max ID/IQ Qty</u>	<u>Sum Allotted</u>
Previous Amount :	\$ 47,382,403.55	\$ 22,052,600.00	\$67,327,127.07
Revised this mod:	\$ <u>8,318.44</u>	\$ <u>-0-</u>	\$ <u>- 0 -</u>
Revised Total:	\$ 47,390,721.99	\$ 22,052,600.00	\$67,327,127.07

1. The purposes of this modification are to:

- (a) Replace Clause MSFC 52.223-93 with MSFC 52.223-95;
- (b) definitize a proposal for "Joint Public Safety Communications Center" (JPSCC) and Request for equitable adjustment for Deep Horizon Blowout Preventer;
- (c) increase contract value as a result of these changes; thereby increasing the FFP value in the amount of \$8,318.44;
- (d) modifies Clause 2a "Limitation of Funds Clause" to include cost of changes;
- (e) modify the Performance Work Statement to include the Joint Public Safety Communications Center (JPSCC);

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

- Clause A, Page 3 (Mod 63), Federal Acquisition Regulation (48 CFR Chapter 1) Clauses is modified to replace Clause MSFC 52.223-93 with MSFC 52.223-95.
- Clause 1a. Firm Fixed Price Contract Extension (Effective September 1, 2006) is revised to incorporate the value associated with definitization of the proposal.
- Paragraph 2a. Limitation of Funds.
- Attachment 1 Performance work Statement, add requirement of Joint Public Safety Communications Center (Pages 1-31 thru 1-33).

(3) All other terms and conditions of H34723D 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)
52.222-54	Employment Eligibility Verification (Jan 2009)
52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-6	Drug-Free Workplace (May 2001)
52.223-95	Prevention of and Response to Threatening Behavior in the Workplace (June 16, 2010)
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].

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 \$20,041,030.18.

(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 9/30/2010	Mission Services Base ; Opt 1; Opt 2 ; Opt 3; Opt 4 plus (48 mos)	\$20,041,030.18*
EX CLIN 11	06/01/2008 thru 9/30/2010	Firm-Fixed Price (28 Mos)	\$15,674,480.18 **
EX CLIN 6, 7, 8, 9, 10 and 12	09/01/2006 thru 9/30/2010	ID/IQ Summation of Task Orders (49 mos)	\$20,870,276.71***
EX CLIN 12	06/01/2008 thru 9/30/2010	IDIQ EX CLIN 12 (28 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 87.
- ***Includes summation of all Task Order Extensions against H-34723D.
- ****Includes summation of IDIQ EX CLIN 12 only. (29 mos).

5a (Mod 87)

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 "\$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	\$933,882.64

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 31, 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.

14.0 Joint Public Safety Communications Center

14.1. Objective / Background : The objective of this performance work statement (PWS) is to define requirements for the Contractor tasked with providing dispatch services for the Joint Public Safety Communications Center (JPSCC) in support of all emergency services that respond to calls for police, security, fire and medical services on Redstone Arsenal and the Marshall Space Flight Center (MSFC).

NASA has entered into an agreement with the Army to combine operation of the Redstone Arsenal 911 Call Center with the MSFC Protective Services Communication Center effective October 1, 2010. The Contractor will report directly to the Manager of NASA Protective Services and the NASA Protective Services C.O.T.R. on all contract and operational issues that arise.

14.2 NASA agrees to provide the Contractor with the following:

14.2.1 A clean and safe work environment;

14.2.2 Office space for a manager and supervisor, with the necessary furniture, computer hardware and software, NASA email accounts, office phones, cellular phones and service;

14.2.3 A computer-aided dispatch (CAD) system that is fully functional, and which provides the contractor with the tools necessary to meet the scope of work defined by NASA and the Army 24 hours a day, seven days a week, 365 days a year;

14.2.4 A minimum of five (5) fully functional, interoperable dispatch workstations;

14.2.5 Technical support to respond to and repair system hardware and/or software problems that may arise at any hour of the day;

14.2.6 Technical support to perform any computer software upgrades as necessary, when needed;

14.2.7 Technical support to respond to and meet with all emergency service providers and Army and NASA Directorates as directed by the Contract Officer Technical Representative (COTR); and,

14.2.8 An AS50-Office of Protective Service *Team Lead* to serve as liaison with Redstone Arsenal Garrison Command and DOD Police and Fire services

14.3 Scope of Work: The Contractor shall provide sufficient personnel to staff the JPSCC 24 hours a day, seven days a week, and 365 days a year in support of all emergency services that respond to calls for service on Redstone Arsenal and the Marshall Space Flight Center. In addition, the Contractor shall be responsible for the following:

14.3.1 All services called for in this PWS shall be performed in compliance with applicable NASA and MSFC rules, regulations and policies, as well as Redstone Arsenal and Army Garrison protocols for notification and response.

14.3.2 The Contractor shall provide a sufficient number of dispatchers to meet all performance expectations defined herein, 24 hours a day, seven days a week, 365 days a year.

14.3.2.1 The Contractor shall process system alarms within two (2) minutes and pick up 911 calls by the forth (4th) ring.

14.3.2.2 The Contractor shall answer all emergency and non-emergency calls for service and dispatch the appropriate agency to each event.

14.3.2.3 The Contractor shall dispatch first responders to all emergency calls within one (1) minute after the call is received. Follow up dispatch to other responding agencies should follow in a timely manner based on need.

14.3.2.4 The Contractor shall provide direct supervision of all 911 dispatchers 24 hours a day, with a clearly defined chain of command.

14.3.2.5 The Contractor shall dedicate a full-time JPSCC Manager to manage the total work effort associated with dispatch operations required herein to assure fully adequate and timely completion of these services. The JPSCC Manager will be responsible for a full range of management and administrative duties including, but not limited to: planning; scheduling; training; reporting; records management; and, quality control.

14.3.2.6 The Contractor shall provide a Project Manager to manage the contract and supervise the JPSCC Manager to assure the performance of work is in accordance with sound management practices and consistent with the requirements of this PWS and all applicable federal, state and local laws. The Project Manager shall be accountable for ensuring all contract and PWS requirements are met.

14.3.2.7 The Contractor shall provide subject matter expertise and management support to facilitate dispatch operations for special events and activities, incident command, administrative meetings, planning sessions, drills and table-top exercises.

14.3.2.8 The Contractor shall provide a bi-weekly activity report and a monthly progress/self-assessment report in accordance with DRD 923MA-001.

14.3.2.9 The Contractor shall ensure that dispatchers are certified by APCO standards with a minimum of 40 hours of instruction in the "Basic Tele-Communicator" course. An APCO certified Instructor shall conduct all training. The initial minimum standards of training--which may be periodically revised--must be met by all dispatchers within six months of start of contract and maintained annually thereafter.

14.3.2.10 The Contractor shall ensure that dispatchers are fully trained to dispatch all public safety/emergency response agencies that respond to calls for service on Redstone Arsenal and MSFC with no loss of service from start to end of contract.