

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE
 NAS3 - 03063 1 of 2

2. MODIFICATION NUMBER: ONE (01) 3. EFFECTIVE DATE: 29/Jan/03 4. REQUISITION/PURCHASE NO.: See Block Seven Below 5. PROJECT NO. (If applicable): Security

6. ISSUED BY: NASA Glenn Research Center, Construction & Services Branch / Mail Stop 500-312, 21000 Brookpark Road, Cleveland, OH 44135-3191. CODE: 0616 7. SAP Purchase Requisition Number and Line Item(s): 4200001975 / Line Items 3 and 4

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code): Knight Protective Services, Inc. (GF)(19), 8507 Edgeworth Drive, Capital Heights, MD 20743. 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): 10A. MODIFICATION OF CONTRACT/ORDER NO.: NAS3 - 03063 10B. DATED (SEE ITEM 13): 01/Jan/03

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) BY DRAW ESTIMATED OBLIGATION: \$1,000,000.00
 4200001975 lines 3 and 4 OBLIGATE: \$205,160.00 Total Obligations: \$1,205,160.00

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). Reference "Contracting Funding" and "Incremental Funding".
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(SEE ATTACHED PAGES)

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)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 BY: (Signature of person authorized to sign) BY: (Signature of Contracting Officer) 29/Jan/03

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$205,160.00 from \$10,000.00* to \$215,160.00. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2003 through December 31, 2003.
- C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year	3,331,344.	1,000,000.	4,331,344.
TOTAL	3,341,344.	1,000,000.	4,341,344.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$ 10,000.	\$205,160.	\$ 215,160.
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$1,010,000.	\$205,160.	\$1,215,160.

- E. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. MODIFICATION NUMBER: TWO (02)	3. EFFECTIVE DATE 29/Jan/03	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191		7. SAP Purchase Requisition Number and Line Item(s) 4200001975 / Line Item(s) 5	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
		10B. DATED (SEE ITEM 13) 01/Jan/03

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) **BY DRAW ESTIMATED OBLIGATION:**
4200001975 line(s) 5 **OBLIGATE: \$500,000.00**

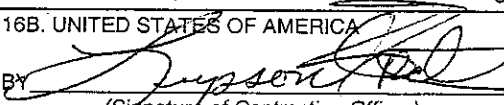
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding".
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(SEE ATTACHED PAGES)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lupson, Erick N. / Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 13/Feb/03
BY <i>(Signature of person authorized to sign)</i>		BY <i>(Signature of Contracting Officer)</i>	

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$500,000.00 from \$215,160.00* to \$715,160.00. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2003 through December 31, 2003.
- C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year	3,331,344.	1,000,000.	4,331,344.
TOTAL	3,341,344.	1,000,000.	4,341,344.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$ 215,160.	\$500,000.	\$ 715,160.
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$1,215,160.	\$500,000.	\$1,715,160.

- E. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
NAS3 - 03063

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1 of 2

2. MODIFICATION NUMBER: THREE (03)	3. EFFECTIVE DATE 17/Mar/03	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191		7. SAP Purchase Requisition Number and Line Item(s) 4200001975 / Line Item(s) 7	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 01/Jan/03

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) **BY DRAW ESTIMATED OBLIGATION:**
CONTRACT LINE ITEM NUMBER: 14 **4200001975 line(s) 7** **OBLIGATE: \$752,466.50**

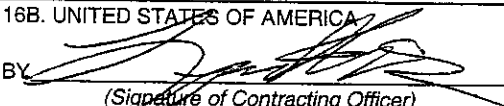
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding".
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(SEE ATTACHED PAGES)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lupson, Erick N. / Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	17/Mar/03

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$752,466.50 from \$715,160.00 to \$1,467,626.50. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2003 through December 31, 2003.
- C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year	3,331,344.	1,000,000.	4,331,344.
TOTAL	3,341,344.	1,000,000.	4,341,344.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$ 715,160.	\$752,466.50	\$1,467,626.50
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$1,715,160.	\$752,466.50	\$2,467,626.50

- E. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

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1 of 2

2. MODIFICATION NUMBER:

FOUR (04)

3. EFFECTIVE DATE

16/May/03

4. REQUISITION/PURCHASE NO.

See Block Seven Below

5. PROJECT NO. (If applicable)

Security

6. ISSUED BY

NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191

CODE 0616

7. SAP Purchase Requisition Number and Line Item(s)

4200000790 / line item 2
4200001975 / Line Item(s) 9,10,11, & 12

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

Knight Protective Services, Inc.
8507 Edgeworth Drive
Capital Heights, MD 20743

(GF)(19)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS3 - 03063

10B. DATED (SEE ITEM 13)

01/Jan/03

CODE

FACILITY CODE

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) **CONTRACT LINE ITEM 18 (\$4,312.20), 19 (\$78,180.), 20 (\$683,620.), 21 (\$756.), 22 (\$80,000)**

Total Obligation: **\$846,868.20**

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). Reference "Contracting Funding" and "Incremental Funding".
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(SEE ATTACHED PAGES)

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)

Lupson, Erick N. / Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY _____
(Signature of person authorized to sign)

BY _____
(Signature of Contracting Officer)

16/May/03

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$846,868.20 from \$1,467,626.50 to \$2,314,494.70. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2003 through December 31, 2003.
- C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year	3,331,344.	1,000,000.	4,331,344.
TOTAL	3,341,344.	1,000,000.	4,341,344.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$1,467,626.50	\$846,868.20	\$2,314,494.70
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$2,467,626.50	\$846,868.20	\$3,314,494.70

- E. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION, MODIFICATION OF CONTRACT

TRACT ID CODE PAGE
 NAS3 - 03063 1 of 2

2. MODIFICATION NUMBER: FIVE (05)	3. EFFECTIVE DATE 17/Jun/03	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191		7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
		10B. DATED (SEE ITEM 13) 01/Jan/03

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) CONTRACT LINE ITEM 25 (\$731.25), 26 (\$80.00.), 27 (\$3,660.00.), 28 (\$100.00.), 29 (\$258,000.00) Total Obligation: **\$262,571.25**

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

<input type="checkbox"/>	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.
X	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). Reference "Contracting Funding" and "Incremental Funding".
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200010339 line item one \$731.25
 4200010339 line item two \$ 80.00
 4200000601 line item one \$3,660.00
 4200000601 line item two \$ 100.00
 4200001975 line item eight \$258,000.00

Total \$262,571.25

(SEE ATTACHED PAGES)

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) Lupson, Erick N. / Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 17/Jun/03
BY (Signature of person authorized to sign)	BY (Signature of Contracting Officer)

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$262,571.25 from \$2,314,494.70 to \$2,577,065.95. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2003 through December 31, 2003.
- C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year	3,331,344.	1,000,000.	4,331,344.
TOTAL	3,341,344.	1,000,000.	4,341,344.

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- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$2,314,494.70	\$262,571.25	\$2,577,065.95
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$3,314,494.70	\$262,571.25	\$3,577,065.95

- E. All other terms and conditions remain unchanged.

[End Of Modification]

2. MODIFICATION NUMBER: SIX (06) 3. EFFECTIVE DATE 01/AUG/03 4. REQUISITION/PURCHASE NO. See Block Seven Below 5. PROJECT NO. (If applicable) Security

6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191 CODE 0616 7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063 10B. DATED (SEE ITEM 13) 01/Jan/03

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) CONTRACT LINE ITEM 32 (\$30,000.00), 33 (\$10,000.00) Total Obligation: \$40,000.00

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). Reference "Contracting Funding" and "Incremental Funding".
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200001975 line item thirteen \$30,000.00
 4200001975 line item fourteen \$10,000.00
 Total \$40,000.00

(SEE ATTACHED PAGES)

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) Macon Sims, Jr., President and CEO 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lupson, Erick N. / Contracting Officer
 15B. CONTRACTOR/OFFEROR BY [Signature] (Signature of person authorized to sign) 15C. DATE SIGNED 8/1/03 16B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer) 16C. DATE SIGNED 01/AUG/03

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$40,000.00 from \$2,577,065.95 to \$2,617,065.95. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2003 through December 31, 2003.
- C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year	3,331,344.	1,000,000.	4,331,344.
Plumbrook			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404.239.
TOTAL	3,745,583.	1,000,000.	4,745,583.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$2,577,065.95	\$40,000.00	\$2,617,065.95
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$3,577,065.95	\$40,000.00	\$3,617,065.95

- E. The following pages are hereby added to the contract:

MOD #6

SECTION B
SUPPLIES OR SERVICES AND PRICE/COSTS

2.A SUPPLIES AND/OR SERVICES TO BE FURNISHED (NASA 18-52.210-72)
(DEC 1988)

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section C.

NASA PLUMBROOK STATION SANDUSKY, OHIO

BASE PERIOD - YEAR ONE [Aug/03 - Dec/03]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$80,847.80

12 months \$404,239

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate: \$See Figure 4 of proposal dated 29/Jul/03

(A post hour is defined as one guard assigned to one post for one hour.)

+++++

OPTION ONE PERIOD - YEAR TWO [Jan/04 - Dec/04]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$74,091.42

12 months \$889,097.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Figure 4 of proposal dated 29/Jul/03

(A post hour is defined as one guard assigned to one post for one hour.)

+++++

REVISED SECTION B DATED: 31/JUL/03

SECTION B
SUPPLIES OR SERVICES AND PRICE/COSTS

OPTION TWO PERIOD - YEAR THREE [Jan/05 - Dec/05]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$74,186.25

12 months \$890,235.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Figure 4 of proposal dated 29/Jul/03

(A post hour is defined as one guard assigned to one post for one hour.)

+++++

OPTION THREE PERIOD - YEAR FOUR [Jan/06 - Dec/06]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$74,426.34

12 months \$893,116.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Figure 4 of proposal dated 29/Jul/03

(A post hour is defined as one guard assigned to one post for one hour.)

+++++

REVISED SECTION B DATED: 31/JUL/03

SECTION B
SUPPLIES OR SERVICES AND PRICE/COSTS

OPTION FOUR PERIOD - YEAR FIVE [Jan/07 - Dec/07]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$74,707.08

12 months \$896,485.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Figure 4 of proposal dated 29/Jul/03

(A post hour is defined as one guard assigned to one post for one hour.)

=====

{End Of Clause}

2.B PLUMBROOK STATION

Plumbrook Station is located at 6100 Columbus Avenue Sandusky, Ohio 44870.

Station Hours Of Operation / Acres / Roads

Core Hours are from 8:00 a.m. till 4:30 p.m.

Flex Hours are from 7:00 a.m. till 5:30 p.m.

Main Gate Hours are 24 hours a day 7 days a week 365 days a year

Total Number of site acres: 6,400 (5,400 within the fence line)

Total Number of road miles: 63

Total number of Buildings and structures: 276

Total number of Gates: 13 of which only the Main Gate is in use

NOTE: Classified Information Security will be accomplished through the IDIQ portion of the contract for the Plumbrook Station only.

[End Of clause]

REVISED SECTION B DATED: 31/JUL/03

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE **NAS3 - 03063** PAGE **1 of 2**

2. MODIFICATION NUMBER: **SEVEN (07)** 3. EFFECTIVE DATE **11/Sep/03** 4. REQUISITION/PURCHASE NO. **See Block Seven Below** 5. PROJECT NO. (If applicable) **Security**

6. ISSUED BY **NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191** CODE **0616** 7. SAP Purchase Requisition Number and Line Item(s) **SEE BLOCK 14 BELOW**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) **Knight Protective Services, Inc. (GF)(19)
8507 Edgeworth Drive
Capital Heights, MD 20743** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **NAS3 - 03063** 10B. DATED (SEE ITEM 13) **01/Jan/03**

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)
CONTRACT LINE ITEM 34 (\$100,000.00), 35 (\$24,273.00), 36 (\$20,000.00), 37 (\$320,000.00) Total Obligation: \$464,273.00

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). Reference "Contracting Funding" and "Incremental Funding".
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200001975 line item Fifteen \$100,000.00
4200001975 line item Sixteen \$24,273.00
4200001975 line item Seventeen \$20,000.00
4200001975 line item Eighteen \$320,000.00
Total \$464,273.00

(SEE ATTACHED PAGES)

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) **Lupson, Erick N. / Contracting Officer**
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED **11/Sept/03**
BY (Signature of person authorized to sign) BY (Signature of Contracting Officer)

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$464,273.00 from \$2,617,065.95 to \$3,081,338.95. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2003 through December 31, 2003.
- C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year	3,331,344.	1,000,000.	4,331,344.
Plumbrook			
Base Year			
(Aug. – Dec. 03)	\$ 404,239.	-0-	404,239.
TOTAL	3,745,583.	1,000,000.	4,745,583.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$2,617,065.95	\$464,273.00	\$3,081,338.95
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$3,617,065.95	\$464,273.00	\$4,081,338.95

- E. The following pages are hereby added to the contract:

- F. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE
 NAS3 - 03063 1 of 2

2. MODIFICATION NUMBER: EIGHT (08) 3. EFFECTIVE DATE: 11/Sep/03 4. REQUISITION/PURCHASE NO.: See Block Seven Below 5. PROJECT NO. (If applicable): Security

6. ISSUED BY: NASA Glenn Research Center, Construction & Services Branch / Mail Stop 500-312, 21000 Brookpark Road, Cleveland, OH 44135-3191. CODE: 0616 7. SAP Purchase Requisition Number and Line Item(s): SEE BLOCK 14 BELOW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code): Knight Protective Services, Inc. (GF)(19), 8507 Edgeworth Drive, Capital Heights, MD 20743. 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): 10A. MODIFICATION OF CONTRACT/ORDER NO.: NAS3 - 03063. 10B. DATED (SEE ITEM 13): 01/Jan/03. CODE: FACILITY CODE:

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)
 CONTRACT LINE ITEM 44 (\$59,179.99), 49 (\$25,000.00), 50 (\$24,000.00), 51 (\$400,000.00) Total Obligation: \$508,179.99

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). Reference "Contracting Funding" and "Incremental Funding".
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200034451 line item one: \$59,179.99
 4200036585 line item one: \$25,000.00
 4200036585 line item two: \$24,000.00
 4200036585 line item three: \$400,000.00
Total \$508,179.99

(SEE ATTACHED PAGES)

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)
 Lupson, Erick N. / Contracting Officer
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 BY (Signature of person authorized to sign) BY (Signature of Contracting Officer) 19/Nov/03

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$508,179.99 from \$3,081,338.95 to \$3,589,518.94. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2003 through December 31, 2003.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In Base Year	\$ 10,000 3,331,344.	-0- 1,000,000.	10,000 4,331,344.
Plumbrook Base Year (Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
TOTAL	3,745,583.	1,000,000.	4,745,583.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$3,081,338.95	\$508,179.99	\$3,589,518.94
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$4,081,338.95	\$508,179.99	\$4,589,518.94

- E. The following pages are hereby added to the contract:

- F. All other terms and conditions remain unchanged.

- A. Pursuant to the contract clause entitled "Option to extend the Term of the Contract(FAR 52.217-9)(Aug 1989)", Option 1-(Year Two (2)) is hereby exercised under this contract. The total fixed Price of this Option is \$5,264,745.
 (Glenn=\$3,375,648.; Plumbrook=889,097.; IDIQ=1,000,000. Total=\$5,264,745.)
- B. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$500,000.00 from \$3,589,518.94 to \$4,089,518.94. The Indefinite Quantity Work (347's Draws) is increased \$1,000,000. from \$1,000,000. to \$2,000,000.
- C. The Period Of Performance of the Contract is from January 01, 2004 through December 31, 2004 with this option one exersie.
- D. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,375,648.	1,000,000.	4,375,648.
<u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	889,097.	-0-	889,097.
TOTAL	8,010,328.	2,000,000.	10,010,328.

+++++

- D. The total amount of **OBLIGATED** funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$3,589,518.94	\$500,000.00	\$4,089,518.94
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$4,589,518.94	\$500,000.00	\$5,089,518.94

- E. All other terms and conditions remain unchanged.

[End Of Modification]

2. MODIFICATION NUMBER: TEN (10)	3. EFFECTIVE DATE 26/Jan/04	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
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6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191	CODE 0616	7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW
--	---------------------	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13) 01/Jan/03

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)
CONTRACT LINE ITEM 57: \$237.60 / CONTRACT LINE ITEM 58: \$300,000.00 Total Obligation: **\$300,237.60**

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

- | | | | |
|-------------------------------------|---|--|--|
| <input type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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).
Reference "Contracting Funding" and "Incremental Funding" and "Option To Extend Contract." | |
| <input type="checkbox"/> | C | THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: _____ | |
| <input type="checkbox"/> | D | OTHER (Specify type of modification and authority) _____ | |

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200046537 line item one:	\$237.60
4200047407 line item two:	\$300,000.00
Total	\$300,237.60

(SEE ATTACHED PAGES)

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)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lupson, Erick N. / Contracting Officer	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 26/Jan/04
BY _____ (Signature of person authorized to sign)			BY (Signature of Contracting Officer)		

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$300,237.60 from \$4,089,518.94 to \$4,389,756.54. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2004 through December 31, 2004.
- C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,375,648.	1,000,000.	4,375,648.
 <u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	889,097.	-0-	889,097.
 TOTAL	 8,010,328.	 2,000,000.	 10,010,328.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$4,089,518.94	\$300,237.60	\$4,389,756.54
Draws(347's)	1,000,000.	-0-	1,000,000.
 TOTAL OBS.	 \$5,089,518.94	 \$300,237.60	 \$5,389,756.54

- E. The following pages are hereby added to the contract:

- F. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

NAS3 - 03063

PAGE

1 of 2

2. MODIFICATION NUMBER:

Eleven (11)

3. EFFECTIVE DATE

23/Feb/04

4. REQUISITION/PURCHASE NO.

See Block Seven Below

5. PROJECT NO. (If applicable)

Security

6. ISSUED BY

NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191

CODE

0616

7. SAP Purchase Requisition Number and Line Item(s)

SEE BLOCK 14 BELOW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

Knight Protective Services, Inc.
8507 Edgeworth Drive
Capital Heights, MD 20743

(GF)(19)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS3 - 03063

10B. DATED (SEE ITEM 13)

01/Jan/03

CODE

FACILITY CODE

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)

CONTRACT LINE ITEM 60: \$500,000.00

Total Obligation: \$500,000.00

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

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)

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

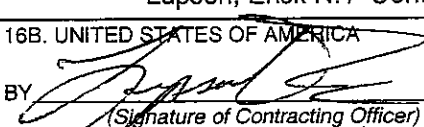
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200051886 line item one: \$500,000.00

Total \$500,000.00

(SEE ATTACHED PAGES)

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)	
		Lupson, Erick N. / Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	23/Feb/04

A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$500,000.00 from \$4,389,756.54 to \$4,889,756.54. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.

B. The Period Of Performance of the Contract is from January 01, 2004 through December 31, 2004.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,375,648.	1,000,000.	4,375,648.
<u>Plumbrook</u>			
Base Year			
(Aug. – Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	889,097.	-0-	889,097.
TOTAL	8,010,328.	2,000,000.	10,010,328.

+++++

D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$4,389,756.54	\$500,000.00	\$4,889,756.54
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$5,389,756.54	\$300,237.60	\$5,889,756.54

E. The following pages are hereby added to the contract:

F. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
NAS3 - 03063

PAGE
1 of 10

2. MODIFICATION NUMBER: **Twelve (12)**
3. EFFECTIVE DATE: **01/Jan/04**
4. REQUISITION/PURCHASE NO.: **See Block Seven Below**
5. PROJECT NO. (If applicable): **Security**

6. ISSUED BY: **NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191**
CODE: **0616**
7. SAP Purchase Requisition Number and Line Item(s):
SEE BLOCK 14 BELOW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code):
**Knight Protective Services, Inc. (GF)(19)
8507 Edgeworth Drive
Capital Heights, MD 20743**
9A. AMENDMENT OF SOLICITATION NO.:
9B. DATED (SEE ITEM 11):
10A. MODIFICATION OF CONTRACT/ORDER NO.: **NAS3 - 03063**
10B. DATED (SEE ITEM 13): **01/Jan/03**

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)
CONTRACT LINE ITEM 66: \$1,000,000.00 Total Obligation: **\$1,000,000.00**

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). Reference "Contracting Funding" and "Incremental Funding"
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200057767 line item one: \$1,000,000.00

Total \$1,000,000.00

(SEE ATTACHED PAGES)

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): **Mr. Leonard F. Raab, Vice President of Marketing and Business Development**
15B. CONTRACTOR/OFFEROR: **Signature of Leonard F. Raab**
15C. DATE SIGNED: **3/29/04**
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **Lupson, Erick N. / Contracting Officer**
16B. UNITED STATES OF AMERICA: **Signature of Erick N. Lupson**
16C. DATE SIGNED: **30/MAR/04**

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$1,000,000.00 from \$4,889,756.54 to \$5,889,756.54. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2004 through December 31, 2004.
- C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
<u>Plumbrook</u>			
Base Year			
(Aug. – Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
TOTAL	8,176,624.	2,000,000.	10,176,624.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$4,889,756.54	\$1,000,000.00	\$5,889,756.54
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$5,889,756.54	\$1,000,000.00	\$6,889,756.54

- E. The following pages are hereby added to the contract:

The Assignment of Claims and Revised Section B dated March 24, 2004
 For NASA Plumbrook Station and NASA Glenn Research Center.

- F. All other terms and conditions remain unchanged.

[End Of Modification]

INSTRUMENT OF ASSIGNMENT

CONTRACTOR: KNIGHT PROTECTIVE SERVICE, INC.

CONTRACT NO: NAS3-03063

AGENCY: NASA GLENN RESEARCH CENTER

KNOW ALL MEN BY THESE PRESENTS: For value received and in accordance with the Assignment of Claims Act of 1940, as amended (31 U.S.C. Section 3727, 41 U.S.C. Section 15), the undersigned Contractor, as Assignor, does hereby assign to **COMMERCE FUNDING CORPORATION**, as Assignee, all monies due or to become due under the above referenced Contract, and all individual delivery orders, task orders, or purchase orders issued thereunder by the above referenced agency.

KNIGHT PROTECTIVE SERVICE, INC.:

Signature: Macon Sims, Jr.

Printed Name: Macon Sims, Jr.

Title: President

Date: 2/15/2004

Attested by Corporate Secretary:

Signature: Daniel E. X. Phair

Printed Name: Daniel E. X. Phair

Date: 2/15/2004

(Corporate Seal)

REVISED SECTION B
DATED MARCH 24, 2004

OPTION ONE PERIOD - YEAR TWO

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work

A. FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month	<u>\$292,001.50</u>
12 months	<u>\$3,504,018</u>

B. FIRM FIXED PRICE FOR THE FOLLOWING FORCE PROTECTION LEVELS for a Two Week period:

Force Protection ALPHA:	<u>\$ -0-</u>
Force Protection BRAVO:	<u>\$4,790.</u>
Force Protection CHARLIE:	<u>\$8,314.</u>
Force Protection DELTA:	<u>\$8,314.</u>

C. INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$See Cost Proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour)

OPTION

D. FIRM FIXED PRICE for Federal Arrest Authority as defined in the Statement of Work, item 8.0(OPTION WORK)

12 months	<u>\$33,751.00</u>
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REVISED SECTION B
DATED MARCH 24, 2004

OPTION TWO PERIOD - YEAR THREE

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work.

A. FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month	<u>\$302,674.50</u>
12 months	<u>\$3,632,094.</u>

B. FIRM FIXED PRICE FOR THE FOLLOWING FORCE PROTECTION LEVELS for a Two Week period:

Force Protection ALPHA:	<u>\$ -0-</u>
Force Protection BRAVO:	<u>\$4,904.</u>
Force Protection CHARLIE:	<u>\$8,553.</u>
Force Protection DELTA:	<u>\$8,553.</u>

C. INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$See Cost Proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour)

OPTION

D. FIRM FIXED PRICE for Federal Arrest Authority as defined in the Statement of Work, item 8.0 (Option Work)

12 months	<u>\$33,701.00</u>
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REVISED SECTION B
DATED MARCH 24, 2004

OPTION THREE PERIOD - YEAR FOUR

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work.

A. FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month	<u>\$313,516.</u>
12 months	<u>\$3,762,188.</u>

B. FIRM FIXED PRICE FOR THE FOLLOWING FORCE PROTECTION LEVELS for a Two Week period:

Force Protection ALPHA:	<u>\$ -0-</u>
Force Protection BRAVO:	<u>\$4,977.</u>
Force Protection CHARLIE:	<u>\$8,705.</u>
Force Protection DELTA:	<u>\$8,705.</u>

C. INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$See Cost Proposal Dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour)

OPTION

D. FIRM FIXED PRICE for Federal Arrest Authority as defined in the Statement of Work, item 8.0(OPTION)

12 months	<u>\$33,776.00</u>
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REVISED SECTION B
DATED MARCH 24, 2004

OPTION FOUR PERIOD - YEAR FIVE

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work.

A. FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month	<u>\$322,793.</u>
12 months	<u>\$3,873,521.</u>

B. FIRM FIXED PRICE FOR THE FOLLOWING FORCE PROTECTION LEVELS for a Two Week period:

Force Protection ALPHA:	<u>\$ -0-</u>
Force Protection BRAVO:	<u>\$5,050.</u>
Force Protection CHARLIE:	<u>\$8,860.</u>
Force Protection DELTA:	<u>\$8,860.</u>

C. INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$See Cost Proposal Dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour)

OPTION

D. FIRM FIXED PRICE for Federal Arrest Authority as defined in the Statement of Work, item 8.0 (Option)

12 months \$33,853.00

{End Of Text}

NASA PLUMBROOK STATION SANDUSKY, OHIO

OPTION ONE PERIOD - YEAR TWO [Jan/04 - Dec/04]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$77,252.

12 months \$927,023.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Cost proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour.)

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OPTION TWO PERIOD - YEAR THREE [Jan/05 - Dec/05]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$79,649.

12 months \$955,786.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Cost proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour.)

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OPTION THREE PERIOD - YEAR FOUR [Jan/06 - Dec/06]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$82,321.

12 months \$987,857.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Cost proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour.)

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REVISED SECTION B
DATED MARCH 24, 2004

OPTION FOUR PERIOD - YEAR FIVE [Jan/07 - Dec/07]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$85,170.

12 months \$1,022,035.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Cost proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour.)

[END OF MODIFICATION]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
NAS3 - 03063

PAGE
1 of 2

2. MODIFICATION NUMBER: Thirteen (13)

3. EFFECTIVE DATE: 23/Jun/04

4. REQUISITION/PURCHASE NO.: See Block Seven Below

5. PROJECT NO. (If applicable): Security

6. ISSUED BY
NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191

CODE: 0616

7. SAP Purchase Requisition Number and Line Item(s)
SEE BLOCK 14 BELOW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
Knight Protective Services, Inc. (GF)(19)
8507 Edgeworth Drive
Capital Heights, MD 20743

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS3 - 03063

10B. DATED (SEE ITEM 13)
01/Jan/03

CODE FACILITY CODE

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)
CONTRACT LINE ITEM 71: \$1,050,000.00 Total Obligation: \$1,050,000.00

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). Reference "Contracting Funding" and "Incremental Funding"
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

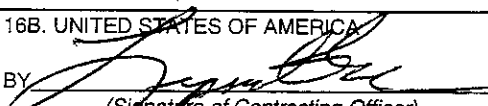
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200069791 line item one: \$1,050,000.00

Total \$1,050,000.00

(SEE ATTACHED PAGES)

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) Lupson, Erick N. / Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 23/Jun/04
BY _____ (Signature of person authorized to sign)			

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$1,050,000.00 from \$5,889,756.54 to \$6,939,756.54. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2004 through December 31, 2004.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
<u>Plumbrook</u>			
<u>Base Year</u>			
(Aug. – Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
TOTAL	8,176,624.	2,000,000.	10,176,624.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$5,889,756.54	\$1,050,000.00	\$6,939,756.54
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$6,889,756.54	\$1,050,000.00	\$7,939,756.54

- E. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE
 NAS3 - 03063 1 of 2

2. MODIFICATION NUMBER: Fourteen (14)	3. EFFECTIVE DATE 18/Aug/04	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191		7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 01/Jan/03

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)
 Total Obligation: **\$473,920.55**

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

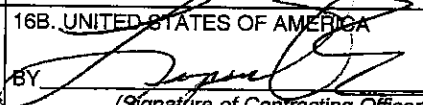
<input type="checkbox"/>	A	THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) _____ THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200077608 line item one:	\$100,000.00
4200080422 line item one:	\$158,045.00
4200080422 line item two:	\$185,874.55
4200080422 line item three:	\$30,000.00
Total	\$473,920.55

(SEE ATTACHED PAGES)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lupson, Erick N. / Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 18/AUG/04
BY _____ (Signature of person authorized to sign)			

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$473,920.55 from \$6,939,756.54 to \$7,413,677.09. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2004 through December 31, 2004.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
<u>Plumbrook</u>			
Base Year			
(Aug. – Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
TOTAL	8,176,624.	2,000,000.	10,176,624.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$6,939,756.54	\$473,920.55	\$7,413,677.09
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$7,939,756.54	\$473,920.55	\$8,413,677.09

- E. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: NAS3 - 03063
PAGE: 1 of 2

2. MODIFICATION NUMBER: Fifteen (15)
3. EFFECTIVE DATE: 28/Oct/04
4. REQUISITION/PURCHASE NO.: See Block Seven Below
5. PROJECT NO. (If applicable): Security

6. ISSUED BY: NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191
CODE: 0616
7. SAP Purchase Requisition Number and Line Item(s): SEE BLOCK 14 BELOW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code):
Knight Protective Services, Inc. (GF)(19)
8507 Edgeworth Drive
Capital Heights, MD 20743
9A. AMENDMENT OF SOLICITATION NO.:
9B. DATED (SEE ITEM 11):
10A. MODIFICATION OF CONTRACT/ORDER NO.: NAS3 - 03063
10B. DATED (SEE ITEM 13): 01/Jan/03
CODE: FACILITY CODE:

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): Total Obligation: \$591,141.47

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) CONTRACT ORDER NO. IN ITEM 10A. THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
- 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). Reference "Contracting Funding" and "Incremental Funding"
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200001975 line item twenty: \$430,411.08
4200059674 line item six: \$110,730.39
4200083377 line item one: \$50,000.00

Total \$591,141.47

(SEE ATTACHED PAGES)

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):
15B. CONTRACTOR/OFFEROR:
BY: (Signature of person authorized to sign)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print):
Lupson, Erick N. / Contracting Officer
16B. UNITED STATES OF AMERICA
BY: (Signature of Contracting Officer)
16C. DATE SIGNED: 28/Oct/04

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$591,141.47 from \$7,413,677.09 to \$8,004,818.56. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2004 through December 31, 2004.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
<u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
TOTAL	8,176,624.	2,000,000.	10,176,624.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$7,413,677.09	\$591,141.47	\$8,004,818.56
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$8,413,677.09	\$591,141.47	\$9,004,818.56

- E. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: NAS3 - 03063
PAGE: 1 of 2

2. MODIFICATION NUMBER: Sixteen (16)
3. EFFECTIVE DATE: [Blank]
4. REQUISITION/PURCHASE NO.: See Block Seven Below
5. PROJECT NO. (If applicable): Security

6. ISSUED BY: NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191
CODE: 0616
7. SAP Purchase Requisition Number and Line Item(s): SEE BLOCK 14 BELOW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code): Knight Protective Services, Inc. (GF)(19)
8507 Edgeworth Drive
Capital Heights, MD 20743
9A. AMENDMENT OF SOLICITATION NO.: [Blank]
9B. DATED (SEE ITEM 11): [Blank]
10A. MODIFICATION OF CONTRACT/ORDER NO.: NAS3 - 03063
10B. DATED (SEE ITEM 13): 01/Jan/03
CODE: [Blank] FACILITY CODE: [Blank]

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.

Total Obligation: \$315,000.00

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

<input type="checkbox"/>	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.
X	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). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: _____
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority) _____

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200089616 line item one: \$315,000.00
Total \$315,000.00

(SEE ATTACHED PAGES)

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): Mark S. Amole, VP of Finance & Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Lupson, Erick N. / Contracting Officer
15B. CONTRACTOR/OFFEROR: [Signature]	16B. UNITED STATES OF AMERICA: [Signature]
15C. DATE SIGNED: 12/03/04	16C. DATE SIGNED: 06/10/04
BY: (Signature of person authorized to sign)	BY: (Signature of Contracting Officer)

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$315,000.00 from \$8,004,818.56 to \$8,319,818.56. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2004 through December 31, 2004.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
<u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
TOTAL	8,176,624.	2,000,000.	10,176,624.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$8,004,818.56	\$315,000.00	\$8,319,818.56
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$9,004,818.56	\$315,000.00	\$9,319,818.56

- E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

- F. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
NAS3 - 03063

PAGE
1 of 3

2. MODIFICATION NUMBER: Seventeen (17)	3. EFFECTIVE DATE: 01/JAN/05	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191		7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 01/Jan/03

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)

Total Obligation: \$454,000.00

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

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: _____
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority) _____

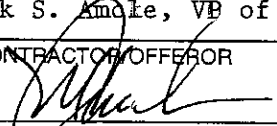
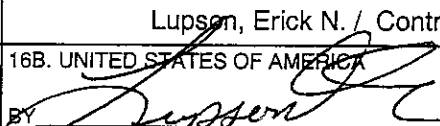
E. IMPORTANT: Contractor is not required to sign this document and return this document to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200092662 line item one:	\$50,000.00
4200093498 line item one:	\$104,000.00
4200094880 line item one:	\$300,000.00
Total	\$454,000.00

(SEE ATTACHED PAGES)

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) Mark S. Amole, VP of Finance and Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lupson, Erick N. / Contracting Officer
15B. CONTRACTOR/OFFEROR BY:  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY:  (Signature of Contracting Officer)
15C. DATE SIGNED 1/04/05	16C. DATE SIGNED 01/JAN/05

- A. Pursuant to the contract clause entitled "Option to Extend The Term Of The Contract", Option Two-Year Three is hereby exercised under this contract. The Total Fixed Price Of this Option is: \$4,587,880.
 (Glenn=\$3,632,094. + Plumbrook=\$955,786. Total= \$4,587,880.)
- B. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$454,000.00 from \$8,319,818.56 to \$8,773,818.56. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- C. The Period Of Performance of the Contract is from January 01, 2005 through December 31, 2005.

D. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
<u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
TOTAL	12,764,504.	2,000,000.	14,764,504. -
+++++			

- E. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$8,319,818.56 ✓	\$454,000.00 ✓	\$8,773,818.56 ✓
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$9,319,818.56 ✓	\$454,000.00 -	\$9,773,818.56 -

- F. In Attachment A entitled "Statement of Work Security Services for the Glenn Research Center" dated April 10, 2002; the following changes are hereby made: On page eight (8), paragraph entitled 3.4.2 Minimum Staffing Requirements; Building 501 is hereby deleted in its entirety, and the following substituted therefore: "Visitor Center-Open 7 days a week: Monday through Friday 9:00 a.m. - 4:00 p.m.; Saturdays 10:00 a.m. - 3:00 p.m.; Sundays 1:00 p.m. - 5:00 p.m.; Holidays 10:00 a.m. - 3:00 p.m. (Closed Major Holidays: New Year's Eve, New Year's Day, Easter, Thanksgiving, Christmas Eve, Christmas Day,).
- G. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
NAS3 - 03063

PAGE
1 of 2

2. MODIFICATION NUMBER: Eighteen (18)	3. EFFECTIVE DATE 01/Feb/05	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191		7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
			10B. DATED (SEE ITEM 13) 01/Jan/03
CODE	FACILITY CODE		

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)

Total Obligation: **\$420,000.00**

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

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200096364 line item one: \$420,000.00

Total \$420,000.00

(SEE ATTACHED PAGES)

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) Lupson, Erick N. / Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY <i>(Signature of person authorized to sign)</i>		BY <i>(Signature of Contracting Officer)</i>	01/Feb/05

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$420,000.00 from \$8,773,818.56 to \$9,193,818.56. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2005 through December 31, 2005.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
<u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
TOTAL	12,764,504.	2,000,000.	14,764,504.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$8,773,818.56	\$420,000.00	\$9,193,818.56
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$9,773,818.56	\$420,000.00	\$10,193,818.56

- E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

- F. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
NAS3 - 03063

PAGE
1 of 2

2. MODIFICATION NUMBER: **Nineteen (19)** 3. EFFECTIVE DATE: **28/Feb/05** 4. REQUISITION/PURCHASE NO.: **See Block Seven Below** 5. PROJECT NO. (If applicable): **Security**

6. ISSUED BY: **NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191** CODE: **0616** 7. SAP Purchase Requisition Number and Line Item(s): **SEE BLOCK 14 BELOW**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code): **Knight Protective Services, Inc. (GF)(19)
8507 Edgeworth Drive
Capital Heights, MD 20743** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **NAS3 - 03063** 10B. DATED (SEE ITEM 13) **01/Jan/03**

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) Total Obligation: **\$500,150.00**

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

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: _____
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority) _____

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200103284 line item one:	\$150.00
4200103306 line item one:	\$500,000.00
Total	\$500,150.00

(SEE ATTACHED PAGES)

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) **Lupson, Erick N. / Contracting Officer**

15B. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. UNITED STATES OF AMERICA _____ 16C. DATE SIGNED **28/Feb/05**

BY _____ (Signature of person authorized to sign) BY _____ (Signature of Contracting Officer)

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$500,150.00 from \$9,193,818.56 to \$9,693,968.56. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2005 through December 31, 2005.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
<u>Plumbrook</u>			
Base Year			
(Aug. – Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
TOTAL	12,764,504.	2,000,000.	14,764,504.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$9,193,818.56	\$500,150.00	\$9,693,968.56
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$10,193,818.56	\$500,150.00	\$10,693,968.56

- E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

- F. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
NAS3 - 03063

PAGE
1 of 2

2. MODIFICATION NUMBER: Twenty (20)

3. EFFECTIVE DATE: 11/Apr/05

4. REQUISITION/PURCHASE NO.: See Block Seven Below

5. PROJECT NO. (If applicable): Security

6. ISSUED BY
NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191

CODE: 0616

7. SAP Purchase Requisition Number and Line Item(s)
SEE BLOCK 14 BELOW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
Knight Protective Services, Inc. (GF)(19)
8507 Edgeworth Drive
Capital Heights, MD 20743

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS3 - 03063

10B. DATED (SEE ITEM 13)
01/Jan/03

CODE: _____ FACILITY CODE: _____

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)

Total Obligation: **\$800,000.00**

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). Reference "Contracting Funding" and "Incremental Funding"
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200108901 line item one: \$800,000.00

Total \$800,000.00

(SEE ATTACHED PAGES)

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)
Lupson, Erick N. / Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED
11/Apr/05

BY (Signature of person authorized to sign)

BY (Signature of Contracting Officer)

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$800,000.00 from \$9,693,968.56 to \$10,493,968.56. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2005 through December 31, 2005.
- C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
<u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
TOTAL	12,764,504.	2,000,000.	14,764,504.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$9,693,968.56	\$800,000.00	\$10,493,968.56
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$10,693,968.56	\$800,000.00	\$11,493,968.56

- E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

- F. All other terms and conditions remain unchanged.

[End Of Modification]

2. MODIFICATION NUMBER: Twenty-One (21)	3. EFFECTIVE DATE 01/May/05	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
--	--------------------------------	--	--

6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191	CODE 0616	7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW
--	--------------	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
		10B. DATED (SEE ITEM 13) 01/Jan/03

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) Total Obligation: **\$651,760.12**

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

- | | | | |
|--------------------------|---|--|--|
| <input type="checkbox"/> | 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. |
| X | 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). Reference "Contracting Funding" and "Incremental Funding" | |
| <input type="checkbox"/> | C | THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | |
| <input type="checkbox"/> | D | OTHER (Specify type of modification and authority) _____ | |

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200090213 line item two:	\$105.00
4200096381 line item one:	\$407.12
4200109780 line item one:	\$256.00
4200112880 line item one:	\$224.00
4200114405 line item one:	\$768.00
4200103787 line item one:	\$50,000.00
4200114654 line item one:	\$600,000.00
Total	\$651,760.12

(SEE ATTACHED PAGES)

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) Macow Sam Pres	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lupson, Erick N. / Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
BY: (Signature of person authorized to sign)	BY: (Signature of Contracting Officer)
15C. DATE SIGNED 6-9-05	16C. DATE SIGNED 10/Jan/05

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$800,000.00 from \$9,693,968.56 to \$10,493,968.56. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2005 through December 31, 2005.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
<u>Plumbrook</u>			
Base Year			
(Aug. – Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
TOTAL	12,764,504.	2,000,000.	14,764,504.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$10,493,968.56	\$651,760.12	\$11,145,728.68
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$11,493,968.56	\$651,760.12	\$12,145,728.68

- E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

- F. All other terms and conditions remain unchanged.

[End Of Modification]

REVISED SECTION B
DATED MAY 01, 2005

OPTION ONE PERIOD - YEAR TWO

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work

A. FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month	<u>\$292,001.50</u>
12 months	<u>\$3,504,018</u>

B. FIRM FIXED PRICE FOR THE FOLLOWING FORCE PROTECTION LEVELS for a Two Week period:

Force Protection ALPHA:	<u>\$ -0-</u>
Force Protection BRAVO:	<u>\$4,790.</u>
Force Protection CHARLIE:	<u>\$8,314.</u>
Force Protection DELTA:	<u>\$8,314.</u>

C. INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$See Cost Proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour)

OPTION

D. FIRM FIXED PRICE for Federal Arrest Authority as defined in the Statement of Work, item 8.0(Option Work)

12 months	<u>\$33,751.00</u>
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REVISED SECTION B
DATED MAY 01, 2005

OPTION TWO PERIOD - YEAR THREE

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work.

A. FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month	<u>\$302,674.50</u>	Jan-Apr/05	1 month	\$291,766.00	May-Dec/05
4 months	<u>\$3,632,094.</u>	Jan-Apr/05	8 months	\$2,334,128.	May-Dec/05

B. FIRM FIXED PRICE FOR THE FOLLOWING FORCE PROTECTION LEVELS for a Two Week period:

Force Protection ALPHA:	<u>\$ -0-</u>
Force Protection BRAVO:	<u>\$4,904.</u>
Force Protection CHARLIE:	<u>\$8,553.</u>
Force Protection DELTA:	<u>\$8,553.</u>

C. INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$See Cost Proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour)

OPTION

D. FIRM FIXED PRICE for Federal Arrest Authority as defined in the Statement of Work, item 8.0 (Option Work)

12 months	<u>\$33,701.00</u>
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REVISED SECTION B
DATED MAY 01, 2005

OPTION THREE PERIOD - YEAR FOUR

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work.

A. FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month	<u>\$302,313.</u>
12 months	<u>\$3,627,751.</u>

B. FIRM FIXED PRICE FOR THE FOLLOWING FORCE PROTECTION LEVELS for a Two Week period:

Force Protection ALPHA:	<u>\$ -0-</u>
Force Protection BRAVO:	<u>\$4,977.</u>
Force Protection CHARLIE:	<u>\$8,705.</u>
Force Protection DELTA:	<u>\$8,705.</u>

C. INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$See Cost Proposal Dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour)

OPTION

D. FIRM FIXED PRICE for Federal Arrest Authority as defined in the Statement of Work, item 8.0(OPTION)

12 months	<u>\$33,776.00</u>
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REVISED SECTION B
DATED MAY 01, 2005

OPTION FOUR PERIOD - YEAR FIVE

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work.

A. FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month	<u>\$311,254.</u>
12 months	<u>\$3,735,048.</u>

B. FIRM FIXED PRICE FOR THE FOLLOWING FORCE PROTECTION LEVELS for a Two Week period:

Force Protection ALPHA:	<u>\$ -0-</u>
Force Protection BRAVO:	<u>\$5,050.</u>
Force Protection CHARLIE:	<u>\$8,860.</u>
Force Protection DELTA:	<u>\$8,860.</u>

C. INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$See Cost Proposal Dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour)

OPTION

D. FIRM FIXED PRICE for Federal Arrest Authority as defined in the Statement of Work, item 8.0 (Option)

12 months \$33,853.00

{End Of Text}

NASA PLUMBROOK STATION SANDUSKY, OHIO

OPTION ONE PERIOD - YEAR TWO [Jan/04 - Dec/04]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$77,252.

12 months \$927,023.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Cost proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour.)

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OPTION TWO PERIOD - YEAR THREE [Jan/05 - Dec/05]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$79,649. Jan-Apr/05 1 month \$50,067. May-Dec/05

4 months \$955,786. Jan-Apr/05 8 month \$400,533. May-Dec/05

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Cost proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour.)

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OPTION THREE PERIOD - YEAR FOUR [Jan/06 - Dec/06]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$53,212.

12 months \$638,548.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Cost proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour.)

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REVISED SECTION B
DATED MAY 01, 2005

OPTION FOUR PERIOD - YEAR FIVE [Jan/07 - Dec/07]

FIRM FIXED PRICE for all work specified in the contract except for work specifically identified as being included in the Indefinite Quantity portion of the contract.

1 month \$53,472.75

12 months \$641,673.

INDEFINITE QUANTITY WORK as defined in the Statement of Work, item 7.0.

Post Hour Rate \$ See Cost proposal dated February 25, 2004
(A post hour is defined as one guard assigned to one post for one hour.)

[END OF MODIFICATION]

ATTACHMENT A

National Aeronautics and
Space Administration

John H. Glenn Research Center
Lewis Field
Cleveland, OH 44135-3191



Statement of Work

Security Services for the Glenn Research Center

REVISED MAY 01, 2005

ATTACHMENT A

1.0 Introduction

1.1 Purpose

This document describes the Security Services to be provided at the NASA Glenn Research Center (GRC), Cleveland, Ohio.

1.2 Scope

The Contractor shall furnish all labor, supervision, materials, equipment (except for the items listed in the Government-Furnished Property Clause), transportation, and management necessary to provide performance-based Security Services in accordance with the requirements specified herein. The Contractor shall provide Security Services to GRC on a twenty-four hour day, seven day a week basis. All services required by this Statement of Work (SOW) shall be performed in compliance with applicable Federal, State, and Local Laws, and in accordance with NASA security policy and procedural guidelines. (see the following web sites: www.firstgov.gov : www.nara.gov : www.nodis.gov : www.access.gpo.gov)

1.3 GRC Mission Statement

The Mission of GRC's Glenn Security Management Office (SMO) is to provide a safe and secure environment for individuals who work or visit GRC, and to ensure that physical assets and information are protected from theft, sabotage, malicious damage, espionage, and other threats or acts of violence. This Mission shall be accomplished by applying sound security principles at an affordable cost with appropriate quality standards.

2.0 General Information

2.1 General Requirements

The following general requirements shall act as the basis for effective contract performance of the required work effort. The Contractor shall:

- Ensure programs, policies and procedures are developed and effectively implemented to achieve the Mission of GRC's SMO.
- Effectively manage available resource to defend GRC personnel, property, and information against assault, sabotage, vandalism, theft, trespass, and compromise of sensitive and classified information.
- Focus on deterrence, detection, assessment, response, delay, and containment to mitigate acts of wrongdoing.
- Respond and report suspected incidents of inappropriate activity or criminal wrongdoing.
- Identify suspicious or hazardous situations and take necessary action to safely resolve these situations.
- Respond to increased security requirements in situations that represent a threat to life or property.
- Provide document administration for all SMO policies, procedures, instructions, handbooks, pamphlets, and related documents in accordance with GRC's Business Management System (BMS) Document and Data Control, GRC-P3.7.2, and other sections as applicable.

ATTACHMENT A

- Ensure that all security sensor systems, CCTVs, security radio transmissions, and designated emergency phone lines are continuously monitored, and that appropriate security, police or emergency personnel are promptly notified and dispatched.
- Provide continuous audits, inspections, reviews, and assessments in accordance with the GRC Security Inspection Plan, and conduct evaluations to identify Security weaknesses and vulnerabilities and recommend appropriate corrective action to the COTR.
- Achieve a best-in-class standard of performance for all functions performed under the SOW.

2.2 Licensing and Certifications

At a minimum, the following license and certifications are required in the performance of this work activity:

- Contractor shall obtain a Class A license and comply with the provisions of the Ohio Revised Code (ORC) Chapter 4749.
- Security Officers shall be certified by the Ohio Peace Officer Training Commission (OPOTC).
- Security Officers shall be certified by the Red Cross in First Aid procedures according to the Occupational Safety and Health Administration (OSHA) standards.
- Locksmith(s) shall be certified or licensed by the State of Ohio.
- Dispatcher(s) shall be certified by the Association of Public-Safety communications Officials International, Inc. and ORC 4742.03.
- Personnel authorized to carry a firearm shall comply with all NASA and state firearms suitability, licensing, and permit requirements.
- Personnel authorized to carry firearms shall possess a valid NASA Form 699A or 699B, Certificate of Authority to Carry Firearms.

2.3 Glenn Research Center Hours of Operation/Acres/Roads

The information below overviews the operation of GRC:

- | | | |
|-------------------------------------|---|-----|
| - Core operational hours | 8:00 a.m. till 4:30 p.m. | M-F |
| - Flex operational hours | 6:00 a.m. till 8:00 p.m. | M-F |
| - Main Gate hours | Twenty-four (24) hours a day/365 days a year. | |
| - Development Engineering Bldg. 500 | 6:00 a.m. till 10:00 p.m | M-F |
| - West Gate hours | 5:30 a.m. till 8:00 p.m. | M-F |
| -Total number of site acres is: | 350 | |
| -Total number of road miles is: | 8 | |
| -Total number of buildings is: | 177 | |

2.4 Plum Brook Station Hours Of Operation/Acres/Roads

Security support shall be required for the Plum Brook Station located at 6100 Columbus Avenue Sandusky, Ohio 44870. Station Hours Of Operation/Acres/Roads

- Core Hours are from 8:00 a.m. till 4:30 p.m.
- Flex Hours are from 7:00 a.m. till 5:30 p.m.
- PBS periodically conducts second and third shift research operations.
- Main Gate hours are 24 hours a day 365 days a year
- Total number of site acres: 6,400 (5,400 within the fence line)

ATTACHMENT A

Total number of road miles: 63
Total number of buildings and structures: 276

3.0 Specific Work Requirements

3.1 Supervisory Requirements

The Contractor shall ensure each employee is familiar with their post, duties, and responsibilities to effectively perform their responsibilities. Supervisory personnel shall also be continuously available to receive and implement orders or special instructions from the COTR concerning matters, which affect the operation, protection, and Security of assigned areas. *Minimum Performance Standard: Post orders and written instructions are available at all posts and changes to requirements are transmitted at shift-change.*

The Contractor shall provide onsite supervision of employees 24-hours a day. Supervisors in charge of work under this contract shall ensure that each post is manned as required; employees are properly uniformed and present a neat appearance, and have all the basic equipment available to successfully perform their responsibilities. A Project Manager or designee shall be available at all times during normal duty hours. *Minimum Performance Standard: No variance*

The Contractor's supervision shall include a "guard mount" at the start of each shift during which relief personnel shall be assembled for inspection, arming, announcements, and a general transfer of information from one shift's personnel to the next. This is in addition to the time required for posting and relief of personnel. *Minimum Performance Standard: No variance*

The Contractor shall certify in writing to the COTR that the employees have not been convicted of a "misdemeanor crime of domestic violence" as described in 18 U.S.C. 922, Section 658, entitled Gun Ban for Individuals Convicted of a Misdemeanor Crime of Domestic Violence. *Minimum Performance Standard: No variance*

3.2 Workplace and Equipment

The Contractor's workspace shall be inspected periodically for OSHA and GRC safety compliance. Abatement of violations shall be the responsibility of the Contractor or the Government as determined by the COTR. These spaces shall be maintained clean, neat, and orderly at all times. *Minimum Performance Standard: Violations addressed within 3 days.*

The Contractor shall submit to the COTR a full report of damage or loss of Government property and equipment by Contractor employees or others. All damage reports shall be submitted to the COTR within 24 hours of the occurrence. *Minimum Performance Standard: No variance.*

3.3 Master Training Plan

3.3.1 Center Training

The Contractor shall develop a Master Training Plan that shall facilitate the implementation of a Security Education, Awareness, and Training Program for Government and Contractor personnel working at GRC. The program shall be designed to educate the Center population on security issues and to provide security awareness. The Plan shall address as a minimum the following:

- ✓ Clearance holders
- Classified Computer users
- ✓ Computer Administrator(s)
- ✓ Contracting Officers and Project Managers (for classified contracts)
- ✓ Supervisors with security responsibilities

ATTACHMENT A

- Special Accesses
- Facility Security Representatives
- Security Area Representatives
- Safe Custodians
- Classified Document Handling
- Sponsors of foreign nationals, and foreign travelers
- Classified computer system users
- Secure communications
- Intelligence and terrorism threats to NASA administratively controlled, export controlled, proprietary, or classified information and technology

The Plan shall be provided to the COTR within 75 days after contract award. Upon Government review, the Contractor shall incorporate revisions and implement the Plan within 90 calendar days after contract award. The IDIQ portion of the contract will cover any additional Centerwide training not stated above.

Minimum Performance Standard: Contractor submission of the Plan within 75 days after contract award; Contractor implementation of the Plan within 90 days after contract award; Contractor incorporation of any revisions to the Plan within 5 calendar days of such revision.

3.3.2 Security Training

The Contractor shall conduct training in accordance with the approved Master Training Plan. In the event of personnel turnover, new Contractor employees shall complete training under the Contractor's current Master Training Plan.

As a minimum, the following training of Security personnel is required:

- Ohio Peace Officer Training Commission Private Security Training Course (OPOTC) or equivalent. All security force personnel shall have a current valid certificate of course completion. In addition to the required OPOTC certifications, all security personnel shall have the following training:
 - Subject Control Techniques, which shall include: a) Knowledge of the Use Of Force Continuum; b) Controlling disorderly subjects; and c.) Handcuffing techniques.
 - Intermediate Weapons Training, which shall include: a) Baton, and b) Oleoresin Capsicum pepper spray (2 hours each).
 - Patrol Techniques, which shall include: a) Vehicle patrol techniques; b) Foot patrol; c) Responding to crimes in progress; d) Building Searches; and e) Stops and approaches.
 - Civil Disorders Training, which shall include: a) Control of nonviolent crowds; b) Confronting hostile crowds; c) Bombs and explosives; f) Terrorism; and g) Hazardous Materials.
 - Traffic Investigation Training, which shall include: a) traffic crash planning, factors, events; b) Traffic crash reporting; c) Interviewing and fact gathering; d) Diagramming and template; e) Collection of evidence; and f) Vehicle damage.
- Initial Orientation Training, which shall consist of an overview of NASA and GRC Missions, SMO operations and activities, and Standard Operation Procedures for assigned work area. All personnel shall receive this training with 5 workdays of commencing performance of assigned work.
- First Aid Training, which shall consist of the techniques to render basic first aid consistent with OSHA 1910.151 and blood borne pathogens in accordance with OSHA 1910.1030. All Security Force personnel shall receive this training within 30 calendar days of commencing performance of assigned work

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- Security Force Supervisor Training, which shall emphasize the role of the Security Supervisor in the NASA environment. All Security Force supervisors shall receive a minimum of 16 hours of supervisor training a year.
- Emergency Dispatch Operators: The Dispatcher(s) shall be trained, tested and certified as proficient in the performance of their dispatch duties. Dispatch Operators shall be certified within 90 calendar days of the contract.
- In-Service Training: All Security Force personnel will receive on-duty station training on designated subjects as part of their on-the-job training. The Contractor shall identify individuals who will receive NASA in-service training pursuant to the Master Training Plan
- Firearms Training: All Security Force personnel shall have firearms training through OPOTC and successfully qualify with OPOTC as a prerequisite to employment. In addition to OPOTC firearms certification, NASA shall certify all Security Force personnel including supervisors in accordance with NASA Training requirements. Training shall include Glock 9mm pistol and 12 gauge Remington 870 shotgun qualification standards.
- Firearms Proficiency Training: The Contractor shall conduct refresher firearms qualification training on a semi and annual basis to meet both NASA and Ohio requirements. This training shall consist of qualifying/re-qualifying with the issued weapon using NASA NPG 1620.1, and the State of Ohio standards for carrying a firearm in the course of duty. A certified Ohio Peace Officers Training Academy (OPOTA) Instructor shall be required for firearms training. The maintenance of firearms proficiency and the ability to be armed is a condition of employment for all armed officers.
- The Contractor shall provide the same training and supply ammunition for up to five SMO Special Agents authorized to carry firearms.
- The Contractor shall arrange for firing range services, as necessary, to accomplish initial and proficiency training indicated above. Additionally, the Contractor is responsible for providing all ammunition expended for on-duty and training purposes.
- Judgmental Firearms Training: The Government shall provide a judgmental firearms system annually. The Contractor shall schedule all armed officers utilizing the system when available at GRC within 30 calendar days of notification from the COTR.
- Refresher Training: All armed Contractor personnel shall receive a minimum of 40 hours of annual refresher training. This training is in addition to firearms qualifications.
- Time Limits: Should the Contractor choose to hire the incumbent personnel, those individuals shall have one year to meet OPOTC certification requirements. *Minimum Performance Standard for all areas of training: No variance*

3.4 Physical Security

3.4.1 Requirements

The Contractor shall furnish all management and personnel necessary to provide Security Services in accordance with the requirements specified herein. As a minimum, all Security Force personnel shall have and maintain a Secret clearance. All uniformed personnel to include the Dispatcher shall be armed.

The Contractor shall comply with all Federal, NASA, and GRC policies noted in Standard Operating Procedures (SOP) governing Physical Security. These services shall include the following:

- Prevent unauthorized and unbadged individuals from entering the Center. Report in accordance with the SOP, all unauthorized personnel or unauthorized vehicular entry into GRC.

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- Deter and report in accordance with the SOP the damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction within GRC property.
- Deter malevolent acts and respond in accordance with the SOP for fires, explosions, collapses, and other catastrophes. Summon response forces and notify Government personnel as set forth in the SOP; and assist in restoring the area to a safe condition.
- Deter and report violations of GRC Security regulations, provide documentation and reports of all incidents and investigations as set forth in the SOP. Provide Shift, Incident and Investigative Reports detailing the events of each shift no later than 8:00 a.m., each workday. *Minimum Performance Standard: No variance*
- Apprehend persons who have committed criminal offenses on GRC property.
- Provide manning for fixed posts and roving patrols in accordance with SOP, and access control, intrusion detection, and CCTV monitoring. *Minimum Performance Standard: All posts are staffed with fully qualified personnel. No Variance*
- Inspect in accordance with the SOP entire GRC perimeter security fence, gates, barriers, security lighting on a monthly basis, and submit and track work orders on any damaged areas or equipment needing repairs. *Minimum Performance Standard: In no case shall complete perimeter surveillance take longer than 1 hour and 20 minutes.*
- Develop a Security Inspection Plan and conduct comprehensive security surveys, inspections, audits, and reviews in accordance with the Plan to evaluate the effectiveness of Security Program performance.
- Provide appropriate first aid and blood borne pathogen equipment, and respond on a 24X7 basis to render first aid as required to certified responders.
- Receive, receipt for, and secure contraband as well as lost and found articles pending appropriate disposition in accordance with the SOP.
- Provide Security guidance to Facility Security Representatives on updating Facility Security Operating Plans (FSOPs), and maintain a centralized repository of all updated FSOPs.
- Respond to traffic control issues with effective solutions consistent with the GRC Safety Manual, and enforce traffic and parking regulations as specified in Chapter 19, GRC Safety Manual.
- Operate an Airport Shuttle between the hours of 1700 – 0600 M-F, and all weekends and holidays. An average of 4300 round trips each year, a round trip consists of one-half hour.
- Provide a rapid response to crimes, emergency calls, alarms, and malevolent acts. The response time for the first responder is 3 minutes after notification. In no case shall dispatch notification time exceed 1 minute. In no case shall the arrival of backup exceed 5 minutes. *Minimum Performance Standard: No more than 5 minutes total.*
- Operate and maintain GRC Access Control System.
- Provide a roving patrol function with both foot and motorized patrols. Roving patrols shall be continuously on the alert for the occurrence of intruders, other violators of the law, fires, explosions, collapses, and other catastrophes by close and detailed observation of buildings, machinery, vehicles, equipment, other resources, and personnel. Unsafe or potentially unsafe conditions, procedures, or activities shall be identified and promptly corrected. Alternatively, the Contractor shall restrict admission

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to the unsafe area to minimize the risk and notify the proper authority so that repair or correction can be accomplished as soon as possible. *Minimum Performance Standard: Maintain written instructions detailing performance requirements of the post to include patrol sectors, areas to be checked and with what frequency, and details of these specific job-tasks for a rover. Comply with the documented requirements, maintain constant radio communication with dispatch, respond to emergencies and requests for service within designated response times, and take measures to stop and apprehend persons that have committed felonies.*

- Conduct and document routine inquiries of Security incidents on GRC, and conduct surveillance of actual or suspected potential criminal activity in areas under the cognizance of SMO, as directed by the COTR. The Contractor is not authorized to conduct any of these investigative activities without COTR authorization. Responsibilities shall include:

- Collect, evaluate, analyze, and manage Security-related information involving violations of GRC Security policies.
- Coordinate investigative matters involving GRC staff or Contractors consistent with policies of SMO and the Security SOP.
- Collect, protect, store, control, and dispose of evidence in accordance with the Security SOP.
- Use, control, and maintain assigned surveillance equipment in accordance with the Security SOP.
- Document and testify in court or other appropriate forums regarding Security investigations, when required.
- Prepare and maintain written reports detailing all relevant information concerning any disturbance, crime, dangerous condition or incident.

All uniform Security Force personnel plus supervisors shall be trained, certified, and carry NASA issued side arms when in a duty status. Any exception to this requirement will be approved by the COTR.

The Government shall provide the firearms as identified in, "Attachment C, entitled GOVERNMENT FURNISHED EQUIPMENT (GFE)." The Contractor shall be responsible for maintaining control and accountability of all firearms issued by the Government. The Contractor shall safeguard this equipment against loss, theft, or misuse. The contractor shall maintain issued firearms to manufacturers' specifications, especially with regard to safety features. The Contractor shall maintain a record of all maintenance checks, service, and repairs. *Minimum Performance Standard: No variance*

The Government reserves the right to introduce new firearm systems not presently in the inventory "GOVERNMENT FURNISHED EQUIPMENT." New systems may require initial Security Force qualification and follow-on proficiency training. In this regard, the COTR will provide the Contractor with at least 30 days advance notice of additions, deletions, or other changes to firearms system. The Contractor shall modify the Contractor's training plan accordingly and submit these changes to the COTR for approval no later than 15 days prior to the Government effecting the firearm system change.

3.4.2 Minimum Staffing Requirements - Glenn Research Center

POST	OFFICERS	DAYS	HOURS
Building 108, Main Gate	3 officers	M - F	0600 - 1800
	1 officer	M - F	1800 - 0600
	1 officer	S,S,H	24 hours
Main Gate Access Control	2 officers	M - F	0600 - 1800

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Building 500	1 officer	M - F	0600 - 1800
West Gate	1 officer	M - F	0530 - 2000
Roving Patrols	4 officers	M - F	0700 - 1500
	3 officers	M - F	1500 - 0700
	3 officers	S,S,H	24 hours
Dispatcher	1 officer	24/7	24 hours
Airport Shuttle	as required	M - F	1700 - 0600
		S,S,H	24 hours

3.4.2.1 Minimum Staffing Requirements – PlumBrook Station

POST	OFFICERS	DAYS	HOURS
Building 7233, Main Gate & Main Gate Access Control	1 Officer	M-F	0000-0800
	1 Officer	M-F	0800-1600
	1 Officer	M-F	1600-2400
	1 Officer	S,S-H	24 Hours
Roving Patrols	1 Officer	M-F	0000-0800
	1 Officer	M-F	0800-1600
	1 Officer	M-F	1600-2400
	1 Officer	S,S-H	24 Hours
Shift/Site Supervisor	1 Supervisor	M-F	0800-1600

3.4.3 Authority to make Arrests

Authority of Security Force Contractor personnel to detain and make arrests shall be that of private citizens as defined by the laws of the State of Ohio. Each member of the Security Force shall be under a duty, by virtue of their employment under this contract, to exercise that authority in the manner as specified in the SOP. Once the Security Force apprehends a suspect, they are only responsible for detaining the suspect until appropriate authorities (Office of the Inspector General (OIG), Federal Bureau Investigation (FBI), Brook Park or Fairview Police) arrive to affect the arrest.

Members of the Security Force shall be familiar with and comply with the limits of jurisdiction, as defined in the SOP.

3.4.4 Emergency Call-Up and Response Time.

The Contractor shall contact the COTR in the case of emergency conditions requiring immediate attention. The COTR may direct the Contractor's onsite supervisor to temporarily divert personnel from their normal duties to respond to the emergency conditions. Such employees shall return to their normally assigned duties when released from the emergency situation. Except for the emergency conditions described above and in the SOP, the Contractor shall not divert personnel from their prescribed schedules without prior approval of the COTR. *Minimum Performance Standard: No variance*

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The Contractor shall arrive at the correct alarm site within 3 minutes. Response time begins when the alarm sounds. In accordance with SOP, take no more than 1 minute to pass alarm information and request assistance (police, fire, ambulance). Shift logs shall be annotated and reports filed in accordance with corresponding SOPs. *Minimum Performance Standard: No variance*

The Contractor employees shall know where the fire alarms are located and how to activate them. If required, the Contractor shall also assist in fire evacuation before Fire Department personnel arrive at the scene. Personnel shall be proficient in the use of fire extinguishers.

3.4.5 Locksmith and Key Control

The Contractors shall provide "locksmith" services as described below. Any individual performing these duties shall be certified or licensed.

- Set combination locks and padlocks.
- Receive, secure, issue, and account for all keys and safe/vault combinations issued.
- Change and log all safe/vault combinations.
- Service all GSA security containers.
- Drill or otherwise open security containers and locks whose combinations have been lost or keys missing.
- Maintain the master key system.
- Receive, secure, make, issue, set up and pin locks, and account for all keys or combinations issued for access to buildings, offices, equipment, gates, etc.
- Sign a receipt for all keys and combinations issued by the Government.

Minimum Performance Standard: Ensure all work is completed within 2 working days of initial request. All emergency requests shall be responded to immediately. At least 50 requests per month.

The Contractor shall maintain records, to be made available to the COTR upon request, that show how many keys are in existence, in whose possession they are, and who has knowledge of and access to combinations. Keys shall not be duplicated without the approval of the COTR.

3.4.6 Flag Protocol

The Contractor shall raise and lower the National, Ohio, NASA, PoW/Missing in Action, Agency, and Mission flags/pennants in accordance with flag protocols, SOP, or as directed by the COTR. *Minimum Performance Standard: Flags and pennant changes shall be made within 20 minutes of notification of the Shift Supervisor.*

3.4.7 External Physical Security

Contractor shall comply with directions in the Emergency Preparedness Annex Plan during emergencies. The Contractor shall participate in Emergency Preparedness exercises held on GRC with GRC staff and other federal, state or local agencies as directed. These exercises occur at least four times a year. The Contractor shall operate and manage a 24-hour a day, 7-days a week, Emergency Dispatch operation. Maintain comprehensive and current instructions, procedures, and emergency contact lists at the Dispatch Center. Monitor all security sensor systems, CCTVs, security and emergency radio transmissions, and designated emergency phone lines. Answer 911 system and Environmental Health & Safety (EHS) Help Line and dispatch appropriate security and safety personnel. Contractor shall augment Dispatch staffing during emergencies if necessary, and monitor Emergency Dispatch Center, life safety, access control, intrusion detection, and CCTV systems. *Minimum Performance Standard: Ensure constant uninterrupted communications and monitoring of security systems is maintained 24-hours, 7-days/week. Ensure security systems are continuously monitored and that any system deficiencies are documented and submitted for corrective action. Ensure instructions, procedures, and notification listings are reviewed and updated every 60 days. Ensure complete audit trail of all security actions. Telephones shall be answered within 15 seconds of initial ring.*

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3.4.8 Personnel Security/Visitor Control

The Contractor shall issue all permanent and temporary badges to onsite staff and visitors at GRC. This includes processing, production, issuance, distribution, and repair of passes and badges. Positive control and audit trail of badges shall be maintained. The Contractor shall operate onsite badging and fingerprinting systems. *Minimum Performance Standard: Badging time shall be no more than 5 minutes (10 minutes maximum) and positive control and records will be maintained.*

The Contractor shall provide additional administrative security support encompassing: security filing, fingerprinting and database maintenance, and other related duties.

3.4.9 Information Security/International Visitor Control

The Contractor shall process and control classified documents and materials in accordance with established NASA and National policy. The Contractor shall conduct and document annual reviews of classified document holdings, update a classified-safe database, and brief document holders of safeguarding responsibilities. Contractor personnel under Section 3.4.9 to 3.4.11 shall have a Top Secret clearance as a minimum.

The Contractor shall conduct annual compliance reviews on the implementation of the Center Classified Document Control (CDC) program. This includes document marking, handling, storage, tracking declassification, and destruction of all controlled classified materials in accordance with GRC's CDC guidelines. *Minimum Performance Standard: Complete 100 percent inventory annually with no variance.*

The Contractor shall operate the Defense Courier Service account for incoming and outgoing classified material (at least 8 pieces per month supporting at least 10 sub-accounts in the Northeast Ohio area). This involves the transportation, receipting, storage, and notification to several regional corporate and government agencies of couriered materials.

The Contractor shall provide classified contract support to at least 18 classified contracts and related Industrial Security activities; maintain the DD254 classified contracts database; enter and maintain data in the NASA Virtual Private Network; coordinate distribution and documentation with the Defense Security Services Agency (DSS); and develop and assist project managers with the completion of security clauses for classified contracts.

5 The Contractor shall provide weekly reports of International Visitors and inspection results. ~~Develop daily, periodic, and special threat products both classified and unclassified as well as open source threat information to the designated recipients.~~ *Minimum Performance Standard: International visitors processed within 24 hours.*

The Contractor shall process foreign nationals for both short and long term access to GRC. Inspect and validate that foreign nationals are monitored and escorted in accordance with NASA policy. Enter foreign visitor requests into NASA's International Visitor Approval Network (IVAN) database. *Minimum Performance Standard: Technical support personnel shall maintain 100 percent compliance with NASA policy and maintain full documentation.*

The Contractor shall process visit certifications in accordance with NASA policy for cleared government employees traveling to and from GRC and other government and Contractor facilities and locations.

6 The Contractor shall staff the Intelligence Threat Operations Center (ITOC), during the hours of operation 0600-1800, M-F, (with no more than 30-minute intervals of unoccupied time during working hours without the approval of the cognizant government facility manager). All elements of the ITOC shall have back-up or overlapping responsibility. *Minimum Performance Standard: Threat information shall be analyzed and reported daily.*

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The Contractor shall coordinate and schedule customer use of the Sensitive Compartmented Information Facility and Intelink-S system. The Contractor shall document and keep current the daily activities and operations associated with the ITOC. The documentation shall include the SOPs, System Security Plans (SSPs), and all accrediting documentation for the ITOC, and computer and network systems. The Contractor shall Coordinate computer and network ODIN seat management for ITOC systems with the Directorate's Information Technology designated points of contact. *Minimum Performance Standard: Changes in documentation shall be completed within 5 working days.*

The Contractor shall serve as the alternate Special Security Officer (SSO) in the operation of the Sensitive Compartmented Information Facility (SCIF) and perform duties associated with an SSO operating a SCIF.

3.4.10 Classified Information Systems Security

The Contractor shall review and evaluate Classified System Security plans and conduct site visits relative to Classified Information Technology (IT) systems at GRC. The Contractor shall prepare and maintain Certification and Accreditation (C&A) documentation for GRC classified computer and network systems. The Contractor shall provide classified computer system Certification and Accreditation support for approximately ten stand alone desktop systems and two networked systems. The number of classified computer systems are variable and contingent on program activity. The Contractor shall provide System Administration support for Mac OS, Windows, Windows NT, SIPRNET and SCI computers and networks. *Minimum Performance Standard: Complete reviews, evaluations and documentation within 10 working days of request or annual systems recertification date.*

The Contractor shall provide support for the continuous operation of NASA Classified Networks, Terminals and INTELINK-S/SIPRNET at GRC. The contractor shall maintain and update all specific documentation by Defense Information Security Agency, NASA Headquarters' Code X, and other agencies. *Minimum Performance Standard: Data scanned and entered within 24 hours of receipt.*

The Contractor shall provide Communications Security (COMSEC) support to the Center as the COMSEC Account Manager (CAM) and Alternate COMSEC Account Manager (ACAM). The contractor shall administer the NASA classified Safeguards and Security Network (SSN) in accordance with the available NASA guidelines; conduct Centerwide COMSEC inspections and inventories consistent with National COMSEC policy and provide reports to the GRC COMSEC manager; maintain currency and proficiency on National COMSEC policies and secure telecommunications equipment; and coordinate with the NASA COMSEC Office of Record on COMSEC matters in support of the COMSEC function.

COMSEC Account Manager (CAM)

The Contractor shall be responsible for the operations, applications and maintenance of the Communication Security (COMSEC) Account and performs all functions of classified COMSEC material control in accordance with government security directives for the receipt, custody, issuance, safeguarding, accounting and destruction of COMSEC software and hardware at GRC and Plum Brook Station. The Contractor shall develop process procedures and coordinate with the Government for production material approval. Ensure conformance to established security directives procedures requirements, standards, policies and best practices.

The Contractor shall maintain GRC COMSEC Account records and submit required accounting reports to appropriate Government Agency as established in NASA guidelines and COMSEC Standard Operating Procedures.

The Contractor shall maintain complete and current Government requirements and procedural knowledge for the handling of COMSEC material.

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The Contractor shall accomplish updates, based on National Security Agency or Central Office of Record issued amendments, to all COMSEC publications to assure technically and contractually sound Engineering design of interfacing equipment.

The Contractor shall maintain 100% accountability of the location and identity of every COMSEC item in the account and the purpose for which each item is being used.

The Contractor shall ship all classified COMSEC hardware and Cryptographic Key via the Defense Courier Service (DCS), when appropriate, and ensure compliance with contract delivery schedules and security safeguarding requirements.

The Contractor shall in accordance with established policy, monitor, submit requests, issue COMSEC materials, conduct inventories and periodic inspections of COMSEC facilities, document findings, observations, recommendations and take required actions.

The Contractor shall act as the Government representative during recurring Central Office of Record COMSEC account security inspections, and shall be responsible for conducting corrective actions and all report documentation related to the inspection.

The Contractor shall have technical working knowledge of STU III's, STE's GSM cell phones, OMNI/Sectera's, KIV's, NES, current NSA approved data/voice/fax/audio, video conferencing encryption devices. The Contractor shall have applied knowledge of DTD's, and upgrading of STE software. The GRC CAM will provide STE system administration for all GRC STE devices.

The Contractor shall provide assistance and training to COMSEC users as required and ensure appropriate briefings or debriefings are administered and documentation maintained.

The Contractor shall develop and maintain training aides, material and programs for all personnel who operate and use COMSEC material and equipment.

The Contractor shall develop, maintain and use account spreadsheets or small data bases in conjunction with COMSEC Account activities.

The Contractor shall participate in Agency working groups and training programs. (Travel at least 2 times per year).

The Contractor shall keep Government COTR up to date on COMSEC activities.

The Contractor shall have and maintain a TS/SCI.

The Contractor shall provide statistical documentation of COMSEC activities on a weekly basis or as required under special circumstances such as audits or COMSEC incidents. Official written reports shall be submitted through the SMSO. Update SMSO statistical data via an electronic abbreviated spreadsheet including as a minimum the Hardware Register Nr, location of user, associated key status and Register Nr. CAM.

The Contractor shall develop and maintain GRC policy and management instructions for the COMSEC program. Implement and maintain the COMSEC Account in Accordance with the NASA COMSEC Standard Operating Procedures (CSOP's).

Minimum Performance Standard: Changes in keying material, procedures, configurations or processes will be documented and submitted to the COTR for approval within five (5) working days.

Minimum Performance Standard:

Changes in keying material, procedures, configuration, or processes will be documented and submitted to the facility manager and the COMSEC Manager for approval within 5 working days.

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The Contractor shall develop and provide Operation Security (OPSEC) plans consistent with sensitive and classified programs and Center operations that address critical information, threat, vulnerabilities, risk, and countermeasures. *Minimum Performance Standard: Fully implement the approved plan or schedule.*

3.4.11 Counterintelligence (CI)

Contractor personnel providing CI expertise shall possess a Top Secret U.S. Government security clearance prior to assumption of duties. The services shall be provided during core working hours but may be adjusted to provide mission support during emergencies. Counterintelligence activities and associated tasks include:

-Unsolicited Correspondence and Incident Database Maintenance- The Contractor is responsible for the timely processing of all manner of emails, facsimiles, telephone calls, letters, or postcards, or other forms of correspondence or communication from foreign persons or entities. These unsolicited emails may be acquisitions attempts, conference invitations, development opportunities, employment inquires, marketing solicitations, visit requests, or Requests For Information (RFI's). Support database programmer for updates and changes to the data base.

- CI Reporting -- The Contractor shall provide written weekly summaries of database maintenance and correspondence activity.

- CI Policy and Procedural Guidelines -- The Contractor shall develop and maintain a SOP for implementing policy and procedural guidelines for Unsolicited Email and Incident Database maintenance.

- CI Awareness and Education -- the Contractor shall provide CI Awareness and Education in the form of in-person briefings, through Annual Security Awareness Training, CI Website, posters and other generally practiced methods and mediums.

4.0 Standard Operating Procedures

The Contractor shall update, implement, and maintain written SOPs within 120 calendar days after contract award. The SOP shall be available for Government review. The SOP's shall include the following topics:

- a. Hostage Incidents
- b. Bomb Threats
- c. Search and Seizure
- d. Intruders
- e. Use of Force
- f. Evidence Procedures
- g. Security Force Authority
- h. Response to Medical Emergencies
- I. Response to Robberies
- j. Crime Scene Protection
- k. Aircraft Security
- L. Response to Alarms
- m. Traffic Control
- n. Disorderly Personnel
- o. Compromise of Classified Information
- p. Radio/Communications Procedures
- q. Crowd Control
- r. Security Control Center Procedures
- s. Safe Checks/Security Procedures (Protection of Sensitive and Classified Information)
- t. VIP's

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- u. Conferences
- v. Identification Badges and Passes
- w. Process Service and Warrants
- x. Guard Orders
- y. Incident Reporting
- z. Response to Designated Security Areas
- aa. ITOC Operations
- bb. CI Implementation and Guidelines for Unsolicited Email and Incident Database Maintenance
- cc. Dispatch Center Procedures

5.0 Personnel Uniforms, Equipment, and Transportation

5.1 Uniforms

While on duty, all Security Force personnel shall wear a complete uniform of the type prescribed below so that a favorable public image is presented. Shoes shall be shined and all items of clothing shall fit well and be clean, neat, and pressed. The uniform's color(s) shall be the same as that in general use by large guard or police organizations in the United States. The Contractor is responsible for determining fabric, weight, color, specified style, and other equipment details. The Government expects that the Contractor shall act in the interest of Security Officer needs (e.g., inclement weather protection) and the requirements of this paragraph. All employees shall wear the same color and style of uniform. An appropriately lettered breast badge and cap ornament shall be provided. The breast badge/cap ornament SHALL NOT HAVE A NASA logo or insignia as part of the design. Shoulder patches with Contractor identification and not larger than 4-1/2 inches by 4-1/2 inches shall be worn on the uniform's right shoulder. No other Contractor identification is to be worn or displayed on the uniform. The Contractor is responsible for supplying, cleaning, pressing, and replacing Contractor-supplied uniforms as needed. The Contractor shall replace uniform articles and accessories when necessary. Each employee shall be issued a uniform by the Contractor to include at least the following items:

- Shirts
- Trousers
- Necktie (winter)
- Hat
- Jacket/Overcoat(s)
- Nametag (over right breast pocket)
- Inclement weather protection (raincoat/parka)
- Shoes

Accessories:

- Handcuffs, key, and pouch
- Flashlight
- Collapsible baton and carrier
- OC pepper spray and carrier
- Holster, Level 3 retention (cross-draw and swivel holsters are not authorized)
- Holster belt
- Magazine pouch
- Pass and badge holders

Minimum Performance Standard: No Variance

5.2 Equipment

Body armor for the Security Officers will be furnished by the Government. The Government will furnish all necessary multi-channel radio transceiver communications equipment so that each employee on duty

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may be contacted by the Contractor shift supervisors at all times. Communications equipment and Body Armor to be provided is listed in the "GOVERNMENT FURNISHED EQUIPMENT".

5.3 Transportation

The Contractor shall provide all vehicles necessary for the performance of this contract. **No NASA logos or insignia will be displayed on vehicles.** Vehicle shall have the word "Security" on sides, hood, and trunk and the emergency number 911. Patrol vehicles shall be suitably equipped with siren, public address system, light bar, spotlight, shotgun rack, fire extinguisher and vehicle radio. Emergency medical equipment and traffic cones shall be stored in trunk or other available space. *Minimum Performance Standard: Vehicles placed in service shall be less than 2 model years old with less than 12,000 miles. All vehicles shall be appropriately registered, licensed, and insured for operation in the State of Ohio.*

6.0 Associated Administrative Duties.

The Contractor shall provide information to the Emergency Preparedness Coordinator regarding the Emergency Preparedness Annex and Recovery Plan. The Contractor shall make any implementation changes to any corresponding SOP.

The Contractor shall provide post orders and instructions for each post that detail performance requirements and any special instructions for each post.

The Contractor shall record, maintain, and distribute logs and log information to the Safety Office and SMO as necessary. Develop operational SOP in accordance with Ohio certification requirements.

The Contractor shall update and maintain personnel and badging databases in accordance with SMO guidelines. This includes review of Personnel Security Investigation forms for completeness and accuracy; providing and obtaining legible fingerprints on new employees; provide information concerning number of badges issued, number of visitors processed, number of badges re-issued due to loss or damage, and number of fingerprints obtained; and accountability of all badges issued.

The Contractor shall conduct centralized Center Document Control (CDC) activities that include receiving, logging, storing, distributing (internal and external), accounting for, and destroying all classified material sent to or from GRC.

The Contractor shall provide Security Administrative Support and Positive Access Controls to the ITOC in accordance with the ITOC SOP.

Contractor shall remain current on changes in requirements to the Certification and Accreditation process, and insure changes in documentation within 72 hours.

The Contractor shall catalog and file all briefing materials in electronic and hard copy format. Maintain an accurate file of all correspondence, activities, briefings, plans, and other such items, which are subject to audit.

7.0 Indefinite Quantity

Additional Security support may be required to support Government requirements. This support may be both onsite or offsite and may include project, facility, computer, operations, communications security and force protection (alpha, bravo, charlie, and delta), as well as training. Support tasks shall be defined and initiated by written "task orders" issued pursuant to Indefinite Quantity Clause of the contract.

8.0 Federal Arrest Authority (Optional Work)

If required by the Government, personnel designated by the Contractor for Federal Arrest Authority shall successfully complete a NASA Basic Federal Law Enforcement Training course provided by the

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Government prior to assuming duties. Additionally, designated personnel shall successfully complete a "refresher" NASA Law Enforcement Training course not later than every 2 years.

During the first 365 days of the performance period no less than 50 percent of the supervisors must complete the 3-week Federal Arrest Authority training or other training approved by GRC's SMO

9.0 List of Deliverables

Contract Management Plan
Safety and Health Plan
Security Inspection Plan
Master Training Plan
Quality Assurance Plan
Security First Aid Augmentation Plan
Standard Operating Procedures
Classified Material Holdings Report (100% of inventory)
Report of Classified Safe Custodians
Security Force Statistical Report
Foreign Visitor, Inspection and Statistics Report.
Traffic Citation Report
Visitor Control Activity Report
Intelligence Threat Operations Center Statistical Reports
Perimeter Fence Report
Badge Report
Security and Dispatch Activity Logs
Visitor Control Records
Security Incident/Investigation Reports
Safe Records Report
Lock and Key Report
Industrial Security and International Visitor Control Reports
Classified Document Destruction Reports
Intelligence Threat Operations Center Functional Management Tracking Report
Classified Systems Certification and Accreditation Letters
Security Force Orders
ITOC Facility Security Documentation
Posters, Pamphlets, Handouts, Flyers and Awareness Classes
Counterintelligence and ITOC Web Pages
Counterintelligence Summary Reports

See ATTACHMENT B for List of Deliverables with Definitions and Frequency

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LIST OF DELIVERABLES WITH DEFINITIONS AND FREQUENCY

Contractor Management Plan – Required only once / outlining contractor management plans, goals and objectives for this work effort.

Safety & Health Plan – Required only once / Outlining contractor's Safety & Health program for its employees for this work effort.

Master Training Plan – Required with 90 calendar days after contract effective date / Specifying the training and level of effort to provide comprehensive security education and training to GRC staff and security force personnel.

Quality Assurance Plan – Required only once / outlining ISO Procedures or current quality standards

Security First Aid Augmentation Plan. Provide a plan which illustrates specific role and responsibilities of security force personnel.

Standard Operating Procedures. – required within 120 calendar days of contract award / reference SOW 3.

Classified Material Holdings Report – Annual requirement / 100% inventory of classified holding on GRC.

Report of Classified Safe Custodian – Annual requirement / maintain documentation and tracking of classified security containers and coordination with container custodians.

Security Force Statistical Report – Monthly requirement / used to compile different security items that are needed for an annual report.

Foreign Visitor, Inspection and Statistics Report – Monthly requirement / reference NASA Form C-87

Traffic Citation Report – Monthly requirement / to record number of tickets issued.

Visitor Control Activity Report – Monthly requirement / to record number of visitors visiting the center

Intelligence Threat Operations Center Statistical Reports - Monthly requirement / provide updated statistical data on activities in the ITOC that shall include: transfer and destruction of classified material; classified material review program activities that include combination changes, material reviewed and custodian training; support activities to the IVC program, support activities under the Industrial Security Program; Inspections/Surveys/Reviews; statistics for clearance holder visitors and travelers. Statistically reporting shall change on a periodic basis.

ATTACHMENT B

Perimeter Fence Report - Monthly requirement / submit a report on the number of work orders on any damaged areas needing repairs.

Badge Report. - Weekly requirement / to record number of badges issued.

Security and Dispatch Activity Logs - Daily requirement / to record security activity performed on the previous day for all shifts.

Visitor Control Records - Daily requirement / to record number of visitors visiting the center.

Security Incident/Investigation Reports - On an as needed basis / to record all security incidents

Survey and Risk Assessment Reports - Quarterly requirement / reference NASA Automated Information Security Program 2410.9 and OMB A-130

Safe Records Report - Monthly requirement / to record number and location of safe's at the center

Lock and Key Report - Monthly requirement / to record number and location of locks and keys at the center

Industrial Security and International Visitor Control Reports - On an as needed basis / statistical data on DD-254's.

Classified Document Destruction Reports - Monthly requirement / provide statistics in the CDC process for accounting classified destruction of documents in Linear Feet.

Intelligence Threat Operations Center Functional Management Tracking Report - Monthly requirement / provide tracking of functional areas which shall include: a) Pending/Ongoing/suspense Activities. b) Metrics and Trends. c) ITOC Calendar Events. d) Documentation of ITOC Processes and Procedures. e) User Guides and handouts.

Classified Systems Certification and Accreditation Letters - Monthly requirement / reference NASA Automated Information Security Program 2410.9 and OMB A-130

Security Force Orders - On an as needed basis / instructions used for specific security applications

ITOC Facility Security Documentation - Monthly requirement / maintain all documentation supporting the certification and accreditation of the ITOC facility and systems processing classified information. This includes both collateral and SCI systems and facilities.

ATTACHMENT B

Posters, Pamphlets, Handouts, Flyers and Awareness Classes - On an as needed basis / develop posters, pamphlets, handouts, flyers supporting the centers security awareness program as well as developing awareness presentations and workshops.

Counterintelligence and ITOC Web Pages -Monthly requirement / maintain, upgrade and administer the web homepages as required to reflect the operations of both the counterintelligence and ITOC office. The homepage shall require multiple pages to provide specific information to GOVERNMENT ONLY users.

Counterintelligence Summary Reports - Weekly-counterintelligence highlights for the SMO Weekly Highlights report. Monthly-counterintelligence summary report of activities for the NASA Headquarters Safeguards Office. Annual-report of activities summarizing significant activities including metrics for the Annual Operating Agreement.

2. MODIFICATION NUMBER: Twenty-Two (22)	3. EFFECTIVE DATE 05/Jul/05	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
--	--------------------------------	--	--

6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191	CODE 0616	7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW
--	--------------	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
		10B. DATED (SEE ITEM 13) 01/Jan/03

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) Total Obligation: \$1,492,108.00

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

- | | | | |
|-------------------------------------|---|--|--|
| <input type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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). Reference "Contracting Funding" and "Incremental Funding" | |
| <input type="checkbox"/> | C | THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: _____ | |
| <input type="checkbox"/> | D | OTHER (Specify type of modification and authority) _____ | |

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

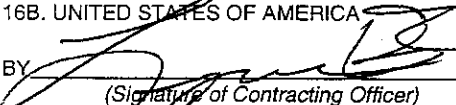
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200118210 line item four:	\$192.00
4200118210 line item five:	\$224.00
4200118210 line item six:	\$192.00
4200119979 line item one:	\$3,500.00
4200119507 line item one:	1,488,000.00

Total \$1,492,108.00

(SEE ATTACHED PAGES)

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) Lupson, Erick N. / Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	05/Jul/05

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$1,492,108.00 from \$11,145,728.68 to \$12,637,836.68. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2005 through December 31, 2005.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
<u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
TOTAL	12,764,504.	2,000,000.	14,764,504.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$11,145,728.68	\$1,492,108.	\$12,637,836.68
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$12,145,728.68	\$1,492,108.	\$13,637,836.68

- E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

- F. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
NAS3 - 03063

PAGE
1 of 2

2. MODIFICATION NUMBER: Twenty-Three (23)	3. EFFECTIVE DATE 14/Sept/05	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191		7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
		10B. DATED (SEE ITEM 13) 01/Jan/03

CODE FACILITY CODE
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.

Total Obligation: \$40,033.37

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

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: _____
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority) _____

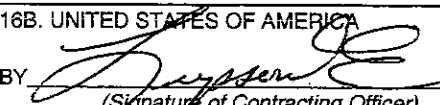
E. IMPORTANT: Contractor is not required to sign this document and return this document to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200096364 line item three \$8,000.00
4200126796 line item two \$32,033.37
Total \$40,033.37

(SEE ATTACHED PAGES)

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) Lupson, Erick N. / Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 14/Sept/05

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$40,033.37 from \$12,637,836.68 to \$12,677,870.05. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. The Period Of Performance of the Contract is from January 01, 2005 through December 31, 2005.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
<u>Plumbrook</u>			
Base Year			
(Aug. – Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
TOTAL	12,764,504.	2,000,000.	14,764,504.

+++++

- D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$12,637,836.68	\$40,033.37	\$12,677,870.05
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$13,637,836.68	\$40,033.37	\$13,677,870.05

- E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

- F. All other terms and conditions remain unchanged.

[End Of Modification]

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
NAS3 - 03063

PAGE
1 of 2

2. MODIFICATION NUMBER: Twenty-Four (24)	3. EFFECTIVE DATE 08/Dec/05	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191		7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. 8507 Edgeworth Drive Capital Heights, MD 20743	(GF)(19)	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
			10B. DATED (SEE ITEM 13) 01/Jan/03

CODE _____ FACILITY CODE _____

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)

Total Obligation: \$617,529.01

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

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: _____
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority) _____

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200096381 line item four	\$94,416.78
4200138610 line item one	\$500,000.00
4200133881 line item one	\$20,370.00
4200133869 line item three	\$2,130.24
4200137749 line item one	\$311.99
4200136074 line item one	\$300.00
Total	\$617,529.01

(SEE ATTACHED PAGES)

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) Lupson, Erick N. / Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 08/Dec/05
BY _____ (Signature of person authorized to sign)	BY (Signature of Contracting Officer)

A. Pursuant to the contract clause entitled "Option to Extend The Term Of The Contract", Option Three-Year Four is hereby exercised under this contract. The Total Fixed Price Of this Option is: \$4,266,299.
 (Glenn=\$3,627,751. + Plumbrook=\$638,548. Total= \$4,266,299.)

B. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$617,529.01 from \$12,677,870.05 to \$13,295,399.06. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.

C. The Period Of Performance of the Contract is from January 01, 2006 through December 31, 2006.

D. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
Option Three(2006)	3,627,751.	-0-	3,627,751.
<u>Plumbrook</u>			
Base Year			
(Aug. – Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
Option Three(2006)	638,548.	-0-	638,548.
TOTAL	17,030,803.	2,000,000.	19,030,803.
+++++			

E. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$12,677,870.05	\$617,529.01	\$13,295,399.06
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$13,677,870.05	\$617,529.01	\$14,295,399.06

F. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

G. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

1. CONTRACT ID CODE **NAS3 - 03063** PAGE **1 of 2**

2. MODIFICATION NUMBER: **Twenty-Five (25)** 3. EFFECTIVE DATE **01/Feb/06** 4. REQUISITION/PURCHASE NO. **See Block Seven Below** 5. PROJECT NO. (If applicable) **Security**

6. ISSUED BY **NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191** CODE **0616** 7. SAP Purchase Requisition Number and Line Item(s) **SEE BLOCK 14 BELOW**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) **Knight Protective Services, Inc. (GF)(19) 8507 Edgeworth Drive Capital Heights, MD 20743** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. **NAS3 - 03063** 10B. DATED (SEE ITEM 13) **01/Jan/03**

CODE FACILITY CODE 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) Total Obligation: **\$600,000.00**

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). Reference "Contracting Funding" and "Incremental Funding"
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
4200144234 line item one \$600,000.00

(SEE ATTACHED PAGES)

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) **Lupson, Erick N. / Contracting Officer**
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED **01/Feb/2006**
BY (Signature of person authorized to sign) BY (Signature of Contracting Officer)

- A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$600,000.00 from \$13,295,399.06 to \$13,895,399.06. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.
- B. This modification number Twenty-Five (25) also correct an administrative error made on Modification Number 24 with the Plumbrook amount. The correct amount is \$703,853.00 for Option Three (2006)
- C. The Period Of Performance of the Contract is from January 01, 2006 through December 31, 2006.

D. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
Option Three(2006)	3,627,751.	-0-	3,627,751.
 <u>Plumbrook</u>			
Base Year			
(Aug. – Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
Option Three(2006)	703,853.	-0-	703,853.
 TOTAL	 17,096,108.	 2,000,000.	 19,096,108.

- E. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$13,295,399.06	\$600,000.00	\$13,895,399.06
Draws(347's)	1,000,000.	-0-	1,000,000.
 TOTAL OBS.	 \$14,295,399.06	 \$600,000.00	 \$14,895,399.06

- F. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

- G. All other terms and conditions remain unchanged:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
1 3 - 03063

PAGE
1 of 2

2. MODIFICATION NUMBER:
Twenty-Six (26)

3. EFFECTIVE DATE
27/Mar/06

4. REQUISITION/PURCHASE NO.
See Block Seven Below

5. PROJECT NO. (If applicable)
Security

6. ISSUED BY
NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191

CODE 0616

7. SAP Purchase Requisition Number and Line Item(s)
SEE BLOCK 14 BELOW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

Knight Protective Services, Inc. (GF)(19)
8507 Edgeworth Drive
Capital Heights, MD 20743

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS3 - 03063

10B. DATED (SEE ITEM 13)
01/Jan/03

CODE

FACILITY CODE

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)

Total Obligation: \$826,653.00

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

<input type="checkbox"/>	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.
X	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). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: _____
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority) _____

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200140402 line item one \$153.00
4200150280 line item two \$26,500.00
4200151570 line item one \$800,000.00

Total \$826,6653.00

(SEE ATTACHED PAGES)

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) Lupson, Erick N. / Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY (Signature of person authorized to sign)		BY (Signature of Contracting Officer)	27/mar/2006

A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$826,653.00 from \$13,895,399.06 to \$14,722,052.06. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.

B. The Period Of Performance of the Contract is from January 01, 2006 through December 31, 2006.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
Option Three(2006)	3,627,751.	-0-	3,627,751.
<u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
Option Three(2006)	703,853.	-0-	703,853.
TOTAL	17,096,108.	2,000,000.	19,096,108.

+++++

D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$13,895,399.06	\$826,653.00	\$14,722,052.06
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$14,895,399.06	\$826,653.00	\$15,722,052.06

E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

F. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

33 - 03063

PAGE

1 of 2

2. MODIFICATION NUMBER:

Twenty-Seven(27)

3. EFFECTIVE DATE

25/Apr/06

4. REQUISITION/PURCHASE NO.

See Block Seven Below

5. PROJECT NO. (If applicable)

Security

6. ISSUED BY

NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191

CODE

0616

7. SAP Purchase Requisition Number and Line Item(s)

SEE BLOCK 14 BELOW

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

Knight Protective Services, Inc.
8507 Edgeworth Drive
Capital Heights, MD 20743

(GF)(19)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS3 - 03063

10B. DATED (SEE ITEM 13)

01/Jan/03

CODE

FACILITY CODE

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)

Total Obligation: **\$851,024.00**

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

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)

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

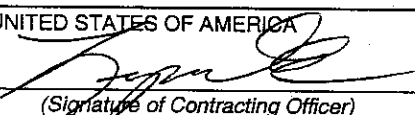
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200152044 line item one \$256.00
4200154021 line item two \$768.00
4200155333 line item one \$50,000.00
4200153208 line item one \$800,000.00

Total \$851,024.00

(SEE ATTACHED PAGES)

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)	
		Lupson, Erick N. / Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	25/Apr/2006

A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$851,024.00 from \$14,722,052.06 to \$15,573,076.06. The Indefinite Quantity Work (347's Draws) remains at \$1,000,000.00.

B. The Period Of Performance of the Contract is from January 01, 2006 through December 31, 2006.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
Option Three(2006)	3,627,751.	-0-	3,627,751.

Plumbrook

	Fixed Price	Draw's(347's)	Total Amount
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
Option Three(2006)	703,853.	-0-	703,853.

TOTAL	17,096,108.	2,000,000.	19,096,108.
+++++			

D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$14,722,052.06	\$851,024.00	\$15,573,076.06
Draws(347's)	1,000,000.	-0-	1,000,000.
TOTAL OBS.	\$15,722,052.06	\$851,024.00	\$16,573,076.06

E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

F. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
NAS3 - 03063

PAGE
1 of 2

2. MODIFICATION NUMBER: Twenty-Eight(28)	3. EFFECTIVE DATE 12/Jul/06	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191		7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. 8507 Edgeworth Drive Capital Heights, MD 20743	(GF)(19)	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
			10B. DATED (SEE ITEM 13) 01/Jan/03

CODE FACILITY CODE

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)

Total Obligation: **\$1,092,433.82**

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

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding"
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

4200142092 line item three \$16,521.80
 4200155918 line item one \$1,391.00.00
 4200157334 line item two \$453,000.00
 4200159506 line item two \$38,900.00
 4200161048 line item one \$840.00
 4200163098 line item two \$11,694.03
 4200163104 line item three \$22,128.99
 4200163290 line item two \$190.00
 4200163870 line item one \$768.00
 4200165722 line item one \$547,000.00

Total \$1,092,433.82
(SEE ATTACHED PAGES)

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) Lupson, Erick N. / Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY (Signature of person authorized to sign)		BY (Signature of Contracting Officer)	12/21/2006

A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$1,092,433.82 from \$15,573,076.24 to \$16,665,510.06. The Indefinite Quantity Work (347's Draws) is adjusted to reflect Actual Obligated dollars which is \$559,003.72. This brings the total obligated dollars to: **\$17,224,513.78**

B. The Period Of Performance of the Contract is from January 01, 2006 through December 31, 2006.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
Option Three(2006)	3,627,751.	-0-	3,627,751.
Plumbrook			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
Option Three(2006)	703,853.	-0-	703,853.
TOTAL	17,096,108.	2,000,000.	19,096,108.

+++++

D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$15,573,076.24	\$1,092,433.82	\$16,665,510.06
Draws(347's)	559,003.72	-0-	559,003.72
TOTAL OBS.	\$16,132,079.96	\$1,092,433.82	\$17,224,513.78

E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

F. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE
NAS3 - 03063 1 of 2

2. MODIFICATION NUMBER: Twenty-Nine(29)	3. EFFECTIVE DATE 26/Sept/06	4. REQUISITION/PURCHASE NO. See Block Seven Below	5. PROJECT NO. (If applicable) Security
6. ISSUED BY NASA Glenn Research Center Construction & Services Branch / Mail Stop 500-312 21000 Brookpark Road Cleveland, OH 44135-3191		7. SAP Purchase Requisition Number and Line Item(s) SEE BLOCK 14 BELOW	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Knight Protective Services, Inc. 8507 Edgeworth Drive Capital Heights, MD 20743	(GF)(19)	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS3 - 03063
			10B. DATED (SEE ITEM 13) 01/Jan/03

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)

Total Obligation: \$788,608.00

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

<input type="checkbox"/>	A	THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) CONTRACT ORDER NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
<input checked="" type="checkbox"/>	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). Reference "Contracting Funding" and "Incremental Funding"	
<input type="checkbox"/>	C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
<input type="checkbox"/>	D	OTHER (Specify type of modification and authority)	

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- 4200173555 line item one \$376,000.00
- 4200173848 line item one \$ 320.00
- 4200175669 line item one \$ 2,000.00
- 4200176171 line item three \$100,000.00
- 4200176171 line item four \$110,000.00
- 4200176723 line item two \$ 288.00
- 4200178603line item one \$200,000.00

Total \$788,608.00

(SEE ATTACHED PAGES)

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) Lupson, Erick N. / Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 26/Sept/2006
BY (Signature of person authorized to sign)	BY (Signature of Contracting Officer)

A. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$788,608.00 from \$16,665,510.06 to \$17,454,118.06. The Indefinite Quantity Work (347's Draws) is adjusted to reflect Actual Obligated dollars which is \$559,003.72. This brings the total obligated dollars to: **\$18,013,121.78**

B. The Period Of Performance of the Contract is from January 01, 2006 through December 31, 2006.

C. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
Option Three(2006)	3,627,751.	-0-	3,627,751.
<u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
Option Three(2006)	703,853.	-0-	703,853.
TOTAL	17,096,108.	2,000,000.	19,096,108.
+++++			

D. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$16,665,510.06	\$788,608.00	\$17,454,118.06
Draws(347's)	559,003.72	-0-	559,003.72
TOTAL OBS.	\$17,224,513.78	\$778,608.00	\$18,013,121.78

E. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

F. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
N. - 03063

PAGE
1 of 3

2. MODIFICATION NUMBER:
Thirty (30)

3. EFFECTIVE DATE
01/Jan/2007

4. REQUISITION/PURCHASE NO.
See Block Seven Below

5. PROJECT NO. (If applicable)
Security

6. ISSUED BY
NASA Glenn Research Center
Construction & Services Branch / Mail Stop 500-312
21000 Brookpark Road
Cleveland, OH 44135-3191

CODE 0616

7. SAP Purchase Requisition Number and Line Item(s)
4200181149 Line Items One and Two

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

Knight Protective Services, Inc. (GF)(19)
8507 Edgeworth Drive
Capital Heights, MD 20743

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS3 - 03063
10B. DATED (SEE ITEM 13)
01/Jan/03

X

CODE FACILITY CODE

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)

Total Obligation: \$920,775.00

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.
- X 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). Reference "Contracting Funding" and "Incremental Funding"
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(SEE ATTACHED PAGES)

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) Macon Sims, Jr. / President & CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lupson, Erick N. / Contracting Officer	
15B. CONTRACTOR/OFFEROR BY <i>Macon Sims Jr</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12/19/06	16B. UNITED STATES OF AMERICA BY <i>Erick N. Lupson</i> (Signature of Contracting Officer)	16C. DATE SIGNED 21 Dec / 2006

A. Pursuant to the contract clause entitled "Option to Extend The Term Of The Contract", Option Four-Year Five is hereby exercised under this contract. The Total Fixed Price Of this Option is: \$4,784,924.
(Glenn=\$3,735,048. + Plumbrook=\$1,049,876. Total= \$4,784,924.)

B. Pursuant to the "Contracting Funding" clause of the contract, the total amount obligated under this contract is increased by \$920,775.00 from \$17,454,118.06 to \$18,374,893.06. The Indefinite Quantity Work (347's Draws) is adjusted to reflect Actual Obligated dollars which is \$559,003.72. This brings the total obligated dollars to: **\$18,933,896.78**

C. The Period Of Performance of the Contract is from January 01, 2007 through December 31, 2007.

D. Contract Current Fixed Price:

	Fixed Price	Draw's(347's)	Total Amount
Phase-In	\$ 10,000	-0-	10,000
Base Year(2003)	3,331,344.	1,000,000.	4,331,344.
Option One(2004)	3,504,018.	1,000,000.	4,504,018.
Option Two(2005)	3,632,094.	-0-	3,632,094.
Option Three(2006)	3,627,751.	-0-	3,627,751.
Option Four (2007)	3,735,048.	-0-	3,735,048.
<u>Plumbrook</u>			
Base Year			
(Aug. - Dec. 03)	\$ 404,239.	-0-	404,239.
Option One(2004)	927,023.	-0-	927,023.
Option Two(2005)	955,786.	-0-	955,786.
Option Three(2006)	703,853.	-0-	703,853.
Option Four (2007)	1,049,876.	-0-	1,049,876.
TOTAL	21,881,032.	2,000,000.	23,881,032.
+++++			

E. The total amount of OBLIGATED funds under this contract which include the Phase-In, and Base periods pursuant to the "Contract Funding" clause of the contract is as follows:

	Previous Obligations Amount	This Mod Obligations	Resultant Obligations Amount
Fixed Price	\$17,454,118.06	\$920,775.00	\$18,374,893.06
Draws(347's)	559,003.72	-0-	559,003.72
TOTAL OBS.	\$18,013,121.78	\$920,775.00	\$18,933,896.78

F. The IDIQ Rate for Officer's is hereby changed from \$29.93 to **\$32.00** an hour. This Rate takes effect January 1, 2005 and is also the fixed rate for Option Year 3 and Option Year 4.

G. This Modification also adds One Guard Position 24/7 to the NASA Plum Brook Station for an increase of \$321,866. The cost is increased by \$321,866. from \$728,010. to \$1,049,876.

H. The following clauses are hereby added:

52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006).

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

GRC 52.204-96 PIV CARD ISSUANCE PROCEDURES (FEB 2006)

"PIV Card Issuance Procedures", posted on the World Wide Web at <http://www.grc.nasa.gov/WWW/Procure/PIVCardIssuanceProcedures.doc>, are incorporated herein by reference and made a part hereof.

These PIV Card Issuance Procedures are in accordance with FAR clause 52.204-9, "Personal Identity Verification of Contractor Personnel" and NASA Procurement Information Circular (PIC) 06-01 entitled "Personal Identity Verification of Contractors", dated January 18, 2006.

(End Of Clause)

I. All other terms and conditions remain unchanged.

[End Of Modification]