

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000111	3. EFFECTIVE DATE 06/04/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BASTION TECHNOLOGIES INC 17625 EL CAMINO REAL STE 300 HOUSTON TX 77058-3075		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 2Y303	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA74C	10B. DATED (SEE ITEM 13) 01/12/2007

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,223,650.78

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: limitation of Funds
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

007 Prof, Adv&AstnceSvc

Incrementally Funded Amount: \$1,223,650.78

(b)(4)

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) Glen Alexander
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 06/03/2013

RECAPITULATION:

MAXIMUM QUANTITY  
(REF. Clause B-1, Table B-1)

	Total Estimated Cost	Total Award Fee	Total Contract Value	Funding Allotted
Previous	(b)(4)		\$332,071,250	\$124,860,105.47
This Mod			0	1,223,650.78
New Total			\$332,071,250	\$126,083,756.25

A. The purpose of this modification is to:

Provide additional funding from PRs 4200477410 and 4200477975. The estimated fund thru date is November 6, 2013. The funding information is shown below.

**4200477410 – GSFC:**

0000515490/6100.2550/51/FC000000/432938.11.01.04.04.0/1/000/2550/51/CASX22013D/361N/8013/140122/1/2 \$ 5,000.00

**4200477975 – MSFC:**

62QD22/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22013D/733B/8013/140115/1/76	\$ 464,584.00
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22013D/361N/8013/140122/2/77	\$ 85,000.00
62QD03/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX22013D/361N/8013/140122/3/78	\$ 409,000.00
62QD32/6100.2511/62/FC000000/585777.08.20.01.01/000/2510/62/EXPX22013D/719V/8013/140124/4/79	\$ 24,350.00
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX22013D/512F/8013/140122/5/80	\$ 212,042.74
62QD21/6100.2511/62/FC000000/585777.04.70.04.04.02/000/2510/62/EXPX22013D/719V/8013/140124/6/81	\$ 23,298.00
62QD20/6100.2511/62/FC000000/953565.01.27.01/000/2510/62/EXPX22012D/029N/8012/130124/7/82	\$ 376.04
<b>TOTAL</b>	<b>\$ 1,223,650.78</b>

B. The modification(s) made above is reflected in total on the change pages(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NNM07AA74C. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B (Mod 109)	B (Mod 111)

E. All other terms and conditions remain unchanged and in full force and effect.

**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT**

- (a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.
- (b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 “Estimated Cost, Award Fee and Award Term Fee” by periodic contract modification. (See Clause H.4)
- (c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.
- (d) The award of this IDIQ contract does not inhibit the Government’s right to later award separate contracts for similar or related services.

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**Table B-1: Allowable Cost and Payment**

In the event that the Government does not order the minimum quantity specified below (Table B-1) for the base period, each option period and each award term period covered, the Government's obligation is limited to costs incurred plus payment of the minimum award fees earned. Cost will be reimbursed in accordance with the "Allowable Cost and Payment" clause of the contract for the quantity ordered per FAR Part 31. (See Section L, Volume II. Cost Factor, Paragraph G., Fee Plan)

Contract Periods		MINIMUM QUANTITY			MAXIMUM QUANTITY		
		Estimated	Potential	Award	Estimated	Potential	Award
Type	Contract	Cost	Award Fee <sup>1,2</sup>	Term Fee <sup>1,2</sup>	Cost	Award Fee <sup>1,3</sup>	Term Fee <sup>1,3</sup>
Base Year 1	Year 1	(b)(4)					
Base Year 2	Year 2						
Option 1	Year 3						
Option 2	Year 4						
Option 3	Year 5						
Award Term 1 Year 1(earned per PEB)	Year 6						
Award Term 1 Year 2(earned per PEB)	Year 7						
Award Term 2 Year 1	Year 8						
Award Term 2 Year 2	Year 9						
Award Term 3	Year 10						

- 1 Includes a 2.0% set-aside for the MSFC S&MA employees
- 2 Assumes the Minimum Quantity is an annual (vs cumulative) amount for the contract year specified.
- 3 Assumes the Maximum Quantity is an annual (vs cumulative) amount for the contract year specified.

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(End of Clause)

**B.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE**

- (a) The estimated cost of this contract is \$ See Below\* . The maximum potential award fee is \$ See Below\* . The maximum award term fee is \$ See Below\* . Total estimated cost, maximum potential award fee, and maximum award term fee are \$ See Below\* .

*\*In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.*

- (b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.
- (c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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**NNM06AA74C Table B-2: Summation of Task Orders**

<b>Contract Period Covered</b>	<b>* Total Cost</b>	<b>Maximum Potential Award Fee</b>	<b>Total Award Fee Earned</b>	<b>Maximum Award Term Fee</b>	<b>Total Award Term Fee Earned</b>	<b>Total Task Order Value</b>
<b>Base Year 1</b>						
Fee Period 1	(b)(4)					
Fee Period 2						
<b>TOTAL</b>						
<b>Base Year 2</b>						
Fee Period 3						
<b>Option 1</b>						
Fee Period 4						
<b>Option 2</b>						
Fee Period 5						
<b>Option 3</b>						
Fee Period 6						
<b>Award Term Period 1</b>						
Fee Period 7						
<b>Award Term Period 2</b>						
Fee Period 8						
<b>Award Term Period 3</b>						
Fee Period 9						
<b>Award Term Period 4</b>						
Fee Period 10						
<b>Award Term Period 5</b>						
Fee Period 11						
<b>TOTALS</b>						

\* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 108)

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#### **B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS**

##### **1) (AWARD FEE)**

- (a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.
- (b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months, unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.
- (c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.
- (d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.
- (e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.
- (f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.  
  
(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

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of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

**2) AWARD TERM FEE (FIXED FEE)**

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

**(End of clause)**

**B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)**

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

**(End of clause)**

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B.5 Reserved

**B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)**

- a. For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for Safety and Mission Assurance (S&MA) Services and covers the following estimated period of performance: February 1, 2007 through November 1, 2013.
- b. An additional amount of (b)(4) is obligated under this contract for payment of fees.
- c. Recapitulation of funding is as follows:

	Previous	This Modification	New Total
Estimated cost	(b)(4)		
Provisional Award Fee			
Award Term Fee			
Award Fee Earned			
Total	124,860,105.47	1,223,650.78	126,083,756.25

**B.7 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)**

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

**B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)**

- (a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b)(4)

- (b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

**(End of Clause)**

**[END OF SECTION]**