

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 000156 10/02/2015 see page 2

6. ISSUED BY CODE MSFC 7. ADMINISTERED BY (If other than Item 6) CODE MSFC
 NASA/Marshall Space Flight Center Procurement Office
 Marshall Space Flight Center AL 35812
 NASA/Marshall Space Flight Center
 Marshall Space Flight Center AL 35812

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
 CODE 2Y303 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 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)
 see page 2

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 provide funding from pr 4200567894, deobligate funds based on memo dated 10/1/15, and replce clause 1852.242-72 with updated version.
 Payment Terms:
 Net 30 days

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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 15B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED 10/02/2015

CONTRACT NNM07AA74C

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) [redacted]. This allotment is for Safety and Mission Assurance (S&MA) Services and covers the following estimated period of performance: February 1, 2007 through November 5, 2015.

b. An additional amount of (b)(4) [redacted] is obligated under this contract for payment of fees.

c. Recapitulation of funding is as follows:

	Previous	This Modification	New Total
Est cost	(b)(4) [redacted]	[redacted]	[redacted]
Provisional Award fee	[redacted]	[redacted]	[redacted]
Award Term Fee	[redacted]	[redacted]	[redacted]
Award Fee Earned	[redacted]	[redacted]	[redacted]
Total	174,195,847.73	\$ (12,000.00)	174,183,847.73

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.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
None included by reference.		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
1852.208-81	Restrictions On Printing And Duplicating	Nov 2004
1852.223-76	Federal Automotive Statistical Tool Reporting	Jul 2003
1852.228-72	Cross Waiver of Liability for Space Shuttle Services	Sep 1993
1852.228-76	Cross Waiver of Liability for Space Station Activities	Dec 1994
1852.228-78	Cross Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches	Sep 1993
1852.242-72	Denied Access to NASA Facilities	Oct 2015
1852.246-70	Mission Critical Space System Personnel Reliability Program	Mar 1997

(End of Clause)

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

(a) Pursuant to FAR Part 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest during the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award. The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the Contractor shall review FAR Subpart 9.5 – Organizational Conflicts of Interest, Clause H.3 “1852.209-71 Limitation of Future Contracting (Dec 1988),” and Clause K.3 “Certification Regarding Organizational Conflicts of Interest (OCI).”

(b) The nature of this conflict is the following:

The S&MA Contractor, acting in a support role to the S&MA office, will be a primary source of safety, reliability, maintainability, and quality assurance