

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code 12	Page 1	Pages 2
2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	PS52/MMC	7. ADMINISTERED BY (If other than Item 6) CODE	PS52/MMC	
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Bastion Technologies, Inc. 17625 El Camino Real, Suite 330 Houston, TX 77058			
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA74C
			10B. DATED (SEE ITEM 13) 01/12/07
CODE	SAP ID# 100289	FACILITY CODE	CAGE 1PM71

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 1 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)
N/A

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

(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.
	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: Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

	MAXIMUM QUANTITY (ref. Clause B-1, Table B-1)			TASK ORDER CUMULATION (ref. Clause B.2, Table B-2)			Total Funding Allotted
	Total Potential Estimated	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	
	Cost	Award Fee	Value	Cost	Award. Fee	Values	
Previous	(b)(4)		\$66,943,044	(b)(4)			\$40,480,307
This Mod			\$33,362,420				\$0
New Total			\$100,305,464				\$40,480,307

Except as provided herein, all terms and conditions of the document refer to the contract and its amendments, which are hereby incorporated by reference and shall remain in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Randall S. Reed Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark R. Stiles Contracting Officer	
15B. CONTRACTOR/OFFEROR ORIGINAL SIGNED BY RANDALL S. REED (Signature of person authorized to sign)	15C. DATE SIGNED 01-21-2009	16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY MARK R. STILES (Signature of Contracting Officer)	16C. DATE SIGNED 01-23-2009

The purpose of this modification is to exercise Option 1 for the period of February 1, 2009, through January 31, 2010, and realign the Award Term Contract Periods contained in Table B-1: Allowable Cost and Payment to match those contained in the Performance Evaluation Plan.

The foregoing action is implemented by the inclusion of the following modifications.

A. Table B-1: Allowable Cost and Payment, is revised to change the five (5) one-year award term periods to two (2) two-year award term periods and one (1) one-year award term period.

B. Clause B.6, CONTRACT FUNDING, is revised to extend the projected funding coverage date of January 31, 2009. to March 11, 2009.

B. Clause B.7, PREMIUM FOR SCHEDULED OVERTIME, is revised to change the five (5) one-year award term periods to two (2) two-year award term periods and one (1) one-year award term period

C. Clause F.2, PERIOD OF PERFORMANCE, is revised to extend the period of performance through January 31, 2010, and to change the five (5) one-year award term periods to two (2) two-year award term periods and one (1) one-year award term period.

D. The Department of Labor Wage Determination applicable to the period February 1, 2009 through January 31, 2010, has not yet been received. Upon receipt, it will be incorporated into the contract unilaterally and effective retroactive to February 1, 2009.

C. The modification(s) made above is reflected in total on the change page(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.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-2 (Basic)	B-2 (Mod 26)
B-7 (Basic)	B-7 (Mod 26)
F-1 (Basic)	F-1 (Mod 26)

D. All other terms and conditions of contract NNM07AA74C remain unchanged.

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 ^{1,2}	Term Fee ^{1,2}	Cost	Award Fee ^{1,3}	Term Fee ^{1,3}
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	Year 6						
Award Term 1 Year 2	Year 7						
Award Term 2 Year 1	Year 8						
Award Term 2 Year 2	Year 9						
Award Term 3	Year 10						

- 1 Includes a (b)(4) 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.

(End of Clause)

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 March 11, 2009.
- (b) An additional amount of (b)(4) is obligated under this contract for payment of fees.
- (c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	\$40,480,307	\$ 0	\$40,480,307

(End of Clause)

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.

<u>Amount</u>	<u>Contract Periods</u>
(b)(4)	Base Year 1/Year 1
	Base Year 2/Year 2
	Option 1/Year 3
	Option 2/Year 4
	Option 3/Year 5
	Award Term 1/Year 6
	Award Term 1/Year 7
	Award Term 2/Year 8
	Award Term 2/Year 9
	Award Term 3/ Year 10

(End of clause)

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order Alternate I	(Aug 1989)

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
	NONE	

(End of Clause)

F.2 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be February 1, 2007 through January 31, 2010. Contract phase-in will be covered by a separate Purchase Order.

(b) In the event the Government elects to exercise its option(s) and award term periods pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Contract Periods.</u>	<u>Period of Performance</u>
Option 1	February 1, 2009 – January 31, 2010
Option 2	February 1, 2010– January 31, 2011
Option 3	February 1, 2011– January 31, 2012
Award Term 1	February 1, 2012 – January 31, 2014
Award Term 2	February 1, 2014– January 31, 2016
Award Term 3	February 1, 2016 – January 31, 2017

(End of Clause)

F-1 (Mod 26)