

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code 12	Page 1	Pages 2
2. AMENDMENT/MODIFICATION NO. 27	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200282786	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE PS52/MMC	7. ADMINISTERED BY (If other than Item 6) Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		CODE PS52/MMC	
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration 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, Suite 330 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.
			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)
See Page 2

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral modification pursuant to clause 52.232-22, "Limitation of Funds" and contractor's emails dated 1/27/09 (Key Personnel) (T. Clark) and 2/9/09 (Contract Funding) (T. Clark)

E. IMPORTANT: Contractor is not, is required to sign this document and return 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	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	
	Cost	Award Fee		Cost	Award Fee	Values	
Previous	(b)(4)		\$100,305,464	(b)(4)			\$40,480,307
This Mod			\$0				\$ 1,922,450
New Total			\$100,305,464				\$42,402,757

Except as provided herein, all terms and conditions of the document refer to the contract and all other terms and conditions are unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>(Signature of person authorized to sign)</i>	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lynn P. Southgate Contracting Officer	16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY BY LYNN P. SOUTHGATE <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 02/19/2009
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ACCOUNTING AND APPROPRIATION DATA (Cont.)

62QD10/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22009D/538A/1/2
62QD10/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22009D/538A/2/3
62QD10/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22009D/538A/3/4
62QD10/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22009D/234A/4/5
62QD10/6100.2511/62/FC000000/724297.50.54.08/000/2510/62/CASX22009D/512F/5/6
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22009D/361N/6/7
62QD10/6100.2511/62/FC000000/411672.06.04.01/000/2510/62/SCEX22009D/196V/7/8

(b)(4)

The purpose of this modification is to provide incremental funding in the amount of \$1,922,450 pursuant to the limitation of funds clause. The contract funding coverage date is extended through April 16, 2009, as reflected in the contractor's electronic message dated February 9, 2009. This modification also updates clause H.11, Key Personnel and Facilities, pursuant to the contractor's electronic message dated January 27, 2009. The foregoing action is implemented by the inclusion of the following modifications.

A. Clause B.6, entitled: "Contract Funding" is modified as follows:

- Subparagraph (a) is modified as follows:
 - Increase the funding amount allotted for cost from (b)(4) to (b)(4)
- Subparagraph (b) is modified as follows:
 - The additional amount obligated under this contract for fee is revised from (b)(4) by (b)(4)
- Subparagraph (c) is modified as follows:
 - Increase the funding amount allotted for "Estimated Cost" from (b)(4) by (b)(4)
 - Increase the funding amount allotted for "Award Term Fee" from (b)(4) to (b)(4)
 - Increase the "Total Sum Allotted" from \$40,480,307, by \$1,922,450 to \$42,402,757.

B. Clause H.11, KEY PERSONNEL AND FACILITIES, Paragraph (c) is updated to reflect the current list of key personnel.

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.

Page(s) Deleted

B-7 (Mod 26)

H-12 (Basic)

Page(s) Added

B-7 (Mod 27)

H-12 (Mod 27)

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

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 April 16, 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	\$ 1,922,450	\$42,402,757

(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)

CONTRACT NNM07AA74C

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)



(End of Clause)

H.12 MSFC 52.223-90 ASBESTOS MATERIAL (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.13 MSFC 52.223-91 HAZARDOUS MATERIAL REPORTING (AUG 2005)

H-12 (Mod 27)