

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code **12** Page **1** Pages **2**

AMENDMENT/MODIFICATION NO <b>45</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See page 2</b>	5. PROJECT ND (If applicable)
ISSUED BY <b>Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812</b>	CODE <b>PS52/MMC</b>	7. ADMINISTERED BY (If other than Item 6) <b>Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566</b>	CODE <b>PS52/MMC</b>

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

**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 \_\_\_ t \_\_\_ 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.**

<input checked="" 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.
	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:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>Unilateral modification pursuant to clause 52.232-22, "Limitation of Funds" and Mutual Agreement</b>

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)	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 Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	
Previous	(b)(4)		\$100,305,464	(b)(4)		\$37,635,325	\$63,326,427
This Mod			\$36,069,768			\$0	3,887,854
New Total			\$136,375,232			\$37,635,325	\$67,214,281

Except as provided herein, all terms and conditions of the document referenced in item 8 or 14, 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) <b>Mark R. Stiles Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

A. The purpose of this modification is to increase the award amount and period of performance in accordance with the exercise of the 2nd option in the contract and provide additional funding from PRs 4200327459 and 4200328513.

B. PRs:

4200327459 - Stennis:

64PA00/6100.2511/64/FC000000/136905.08.04.02.09.04.53/000/2510/64/EXPX22010D/234A/1/2	\$ 30,000.00
64PA00/6100.2511/64/FC000000/750271.03.09/000/2510/64/EXCX22010D/734A/2/3	\$300,000.00

4200328513- Marshall:

62QD20/6100.2511/62/FC000000/644423.03.33.08/000/2510/62/EXPX22010D/234A/1/2	\$225,000.00
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22010D/234A/2/3	\$1,666,000.00
62QD30/6100.2511/62/FC000000/604746.03.01.08/000/2510/62/EXPX22010D/234A/3/4	\$211,000.00
62QD30/6100.2511/62/FC000000/604746.03.06.01.08/000/2510/62/EXPX22010D/234A/4/5	\$40,000.00
62QD30/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22010D/234A/5/6	\$165,000.00
62QD30/6100.2511/62/FC000000/604746.03.02.03.08/000/2510/62/EXPX22010D/234A/6/7	\$140,000.00
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22010D/234A/7/8	\$84,000.00
62QD30/6100.2511/62/FC000000/604746.03.03.01.08/000/2510/62/EXPX22010D/234A/8/9	\$10,000.00
62QD20/6100.2511/62/FC000000/401769.06.02.02.02.01/000/2510/62/EXCX22010D/733B/9/10	\$62,000.00
62QD20/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22010D/733B/10/11	\$100,000.00
62QD20/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22010D/733B/11/12	\$162,000.00
62QD20/6100.2511/62/FC000000/581570.03.02.08/000/2510/62/EXCX22010D/733B/12/13	\$36,000.00
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22010D/361N/13/14	\$406,854.00
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX22010D/361N/14/15	\$100,000.00
62QD20/6100.2511/62/FC000000/769347.05.08.05.01.01/000/2510/62/EXCX22010D/733B/15/16	\$40,000.00
62QD20/6100.2511/62/FC000000/769347.05.08.17.01.01/000/2510/62/EXCX22010D/733B/16/17	\$40,000.00
62QD20/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22010D/733B/17/18	\$70,000.00
<b>TOTAL</b>	<b>\$3,887,854.00</b>

C The modifications made above are reflected in total on the change pages enclosed herein. In order to reflect the changes made, the pages 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.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-7 (mod 44)	B-7(mod 45)
F-2 (mod 44)	F-2(mod 45)

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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 May 14, 2010.

(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:	(b)(4)		
Award Term Fee	(b)(4)		
Award Fee Earned	(b)(4)		
Total Sum Allotted:	\$63,326,427	\$ 3,887,854	\$67,214,281

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.

Amount

(b)(4)

Contract Periods

- 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)

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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, 2011. 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)

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**F.3 PLACE OF PERFORMANCE (MSFC 52.237-91 (FEB 2001))**

The Contractor shall perform the work under this contract at the Marshall Space Flight Center, Huntsville, AL 35812 and at such other locations that may be approved in writing by the Contracting Officer.

(End of clause)

**F.4 RESERVED**

**F.5 PHASE-IN AND PHASE-OUT**

(a) The services provided by this contract are important to the Government's overall mission and continuity must be maintained at the consistently high level without interruption. The Contractor is expected to meet full performance requirements from the date of the base contract period. Prior to performance of services ordered by the Government under this contract, the Contractor shall accomplish all tasks required to begin work ordered under this contract. Some examples of activities that remain the sole responsibility and expense of the Contractor include managing transition activities, ensuring that adequate equipment is readily available, hiring personnel, obtaining personnel badges, and clearances, training personnel, scheduling the performance of ordered work, ensuring approval of safety plan, and compliance with contract data requirements. Likewise, compliance with any and all other requirements identified within the body of this contract as being a prerequisite to performance of priced work shall be accomplished by the contractor.

(b) Phase-out activities shall be accomplished in accordance with FAR 52.237-3 Continuity of Services.

(End of Clause)

**[END OF SECTION]**