

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

AMENDMENT/MODIFICATION NO. **49** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **See page 2** 5. PROJECT NO. (If applicable)

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

Glen Alexander
Ph.: 256-544-3797
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Email: Glen.A.Alexander@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

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)

10A. MODIFICATION OF CONTRACT/ORDER NO.
X 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.

X 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 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)		\$136,375,232	(b)(4)		\$37,635,325	\$572,738,297
This Mod			0			\$0	168,000
New Total			\$136,375,232			\$37,635,325	\$72,906,297

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
Contracting Officer**

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY _____ (Signature of Contracting Officer)

(Signature of person authorized to sign)

The purpose of this modification is to incorporate Wage Determination 2005-2008 revision 13. This mod also recognizes the earned award term as a result of the PEB determination for the period of 2/1/09 – 1/31/10. This PEB awarded Bastion the first of the award terms which will add 2 years to the contract. This will be added to the contract and increase the contract period of performance at the time that option 3 is exercised. Option 3 is for the period of 2/1/11 to 1/31/12. This modification also increases the funding by \$168,000.00 from PR 4200334003.

B. PR:

4200343003 – Marshall

62QD20/6100.2511/62/FC000000/401769.06.02.02.02.01/000/2510/62/EXCX22010D/733B/1/2	\$ 18,000.00
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX22010D/512F/2/3	\$150,000.00

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.

Page(s) Deleted

B-6(mod 48)

G-9 (Mod 24)

Page(s) Added

B-6(mod 49)

G-9 (mod 49)

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). This allotment is for Safety and Mission Assurance (S&MA) Services and covers the following estimated period of performance: February 1, 2007 through July 21, 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:	\$72,738,297	\$ 168,000	\$72,906,297

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)

B-7 (Modification 44)

CONTRACT NNM07AA74C

PERSONNEL (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

G.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(52.222-42)(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION

A. Classification, Grades and Rates

<u>Classification</u>	<u>Grade</u>	<u>Hourly Rate</u>
Administrative Assistant	GS-07	\$ 18.89
Computer Systems Analyst I	GS-09	\$ 23.11
Computer Systems Analyst II	GS-11	\$ 27.96
Computer Programmer I	GS-05	\$ 15.25
Computer Programmer II	GS-07	\$ 18.89
Computer Programmer III	GS-09	\$ 23.11
General Clerk II	GS-02	\$ 11.13
Quality Control Inspector I	GS-09 *	\$ 23.11
Quality Control Inspector II	GS-11 *	\$ 27.96
Quality Control Inspector III	GS-12 *	\$ 33.51
Secretary I	GS-04	\$ 13.63
Secretary II	GS-05	\$ 15.25
Secretary III	GS-06	\$ 17.00

* The Federal Grade Equivalent (FGE) is one FGE grade above the classification that performs the work being inspected.

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance

CONTRACT NNM07AA74C

Life, accident, and health insurance and sick leave programs, twenty-five percent (25%) of basic hourly rate.

2. Holidays

- | | |
|----------------------------------|---------------------|
| a. New Year's Day | f. Labor Day |
| b. Martin Luther King's Birthday | g. Columbus Day |
| c. President's Day | h. Veterans Day |
| d. Memorial Day | i. Thanksgiving Day |
| e. Independence Day | j. Christmas Day |

3. Vacation or Paid Leave

- a. 2 hours of annual leave each week for an employee with less than three years of service.
- b. 3 hours of annual leave each week for an employee with three but less than fifteen years of service.
- c. 4 hours of annual leave each week for an employee with fifteen or more years of service.

4. Retirement

1.5 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

[END OF SECTION]