

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract ID Code 12	Page 1	Pages 2
2. AMENDMENT/MODIFICATION NO. 58	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO. See page 2		5. PROJECT NO. (If applicable)	
ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS52/MMC	7. ADMINISTERED BY (If other than Item 6) Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		CODE PS52/MMC

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.

	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). LIMITATION OF FUNDS
	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.)  
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.

MAXIMUM QUANTITY (ref. Clause B-1, Table B-1)				
	Total Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Funding Allotted
Previous	(b)(4)		\$136,375,232	\$77,042,359
This Mod			0	\$ 869,901
New Total			\$136,375,232	\$77,912,260

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  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to increase funding from the following PRs.

**4200358424- Marshall:**

62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX22010D/512F/1/43	\$13,836
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX22010D/361N/2/44	\$86,526
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22010D/361N/3/45	\$ 9,539

**4200389142 - Marshall**

62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22010D/234A/1/2	\$760,000
Total	\$869,901

B. This modification incorporates the clause 52.223-95 entitled "Prevention of and Response to Threatening Behavior in the Workplace" to replace 523.223-93.

52.223-95 Prevention of and Response to Threatening Behavior in the Workplace (August 24, 2010)

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening Behavior in the Workplace".

(End of clause)

The clause (52.223-95) in paragraph B of this modification applies to the entire contract.

D. Attached with this modification are slip sheets to page B-7 and H-22 reflecting the addition of clause 52.223-95 and deletion of 52.223.93 to the contract.

E. 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-6(mod 57)	B-6(mod 58)
H-22(Basic)	H-22(Mod 58)

G. Contractors Statement of Release:

In consideration of the modification(s) agreed to herein as complete equitable adjustments for all claims arising out of or attributable to the issuance of contract change(s) and or contractor proposals listed below, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments to such facts or circumstances giving rise to said contract changes(s) and /or contractor proposals, and for such additional obligations as may be required by this modification. .

**CONTRACT NNM07AA74C**

**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 September 27, 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:	\$77,042,359	\$ 869,901	\$77,912,260

**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)	<b>Base Year 1/Year 1</b>
	<b>Base Year 2/Year 2</b>
	<b>Option 1/Year 3</b>
	<b>Option 2/Year 4</b>
	<b>Option 3/Year 5</b>
	<b>Award Term 1/Year 6</b>
	<b>Award Term 1/Year 7</b>
	<b>Award Term 2/Year 8</b>
	<b>Award Term 2/Year 9</b>
	<b>Award Term 3/ Year 10</b>

(End of clause)

B-7 (Modification 54)

- (a) Award Term Administration: During award term decision years (CYs 3, 6, and 8), the award term evaluation will be completed on an annual basis. The annual evaluation will consist of two successive 6-month "interim" evaluations that will be combined (averaged) to obtain the "final" annual adjective rating. The first two (2) years of the contract will be evaluated on a "shadow" basis where the performance results will not be used in making an award term decision. Award term decisions that affect the period of performance beyond the basic contract will commence in the third contract year and will conclude at the end of contract year eight, if all award term periods have been awarded.
- (b) Award Term Decisions: For the evaluation periods at the conclusion of contract years 3, 6 and 8, the final annual adjectival rating must be an "Excellent" for the Contractor to receive additional contract term. For the evaluation periods at the end years 4, 5, and 7, annual adjective rating must also be an "Excellent" for the Contractor to maintain all previously earned contract term.
- (c) Cancellation: The Government may cancel any unearned award term periods by providing written notice to the contractor not less than 60 days before the start of an annual contract year, this cancellation will not entitle the Contractor to any termination settlement or any other compensation.
- (d) Re-competition Decision: If the average Award Term rating during any yearly evaluation period is determined to be "very good" (an average numerical score of 90, or below), the contract goes into a re-competition mode per the AF/AT PEP. This clause does not apply to the shadow year period(s) (year one (1) and year two (2)).
- (e) Award Term Extension. If the annual award term evaluations result in an increase or decrease to the period of performance, a unilateral modification will be executed by the Government to reflect the increase or decrease in total contract value. Any increase or decrease to the contract value will be in accordance with the priced periods stated in Section B. In no event will the contract be extended beyond the 10-year period of performance via the award term process.

(End of Clause)

**H.19 MSFC 52.223-95 PREVENTION OF AND RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (AUGUST 24, 2010)**

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening Behavior in the Workplace".

(End of Clause)

H-22 – Modification 58

(f)