AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
1	See Block 16C	4200193342	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33, MGH	Edgar F. Sanchez Ph.: 256-544-0175 Fax: 256-544-9080 Email: Edgar.F.Sanchez@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS33, MGH

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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)*
PR No. 4200193342 PLI 1: $3,075,848

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:
	D. OTHER *(Specify type of modification and authority)* FAR Clauses 43.103(b) and 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values		Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0		$1,500,000
This Mod			0	$0	$0	$0		3,075,848
New Total			$66,943,044	$0	$0	$0		$4,575,848

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)*	
		Edgar F. Sanchez Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA **/s/Original Signed By** BY	16C. DATE SIGNED March 15, 2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $3,075,848 (pursuant to the limitation of funds clause) which provides contract funding coverage through May 14, 2007 as reflected in the contractor's electronic message dated March 15, 2007. The foregoing action is further implemented by the inclusion of the following modifications.

A. Under 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)
  - Revise the funding coverage date from March 7, 2007 to May 14, 2007.
- Subparagraph (b) is modified as follows:
  - Increase the additional amount obligated under this contract for fee from (b)(4) by (b)(4)
- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for "Estimated Cost" from (b)(4) to (b)(4)
  - Increase the funding amount allotted for "Provisional, Award Fee" from (b)(4) by (b)(4)
  - No revision to the "Award Term Fee" amount of $0.
  - Increase the "Total Sum Allotted" from $1,500,000 by $3,075,848 to $4,575,848.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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: May 14, 2007.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional, Award Fee:			
Award Term Fee:			
Total Sum Allotted:	$1,500,000	$3,075,848	$4,575,848

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
2	See Block 16C	4200197614	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33, MGH	Edgar F. Sanchez Ph.: 256-544-0175 Fax: 256-544-9080 Email: Edgar.F.Sanchez@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS33, MGH

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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)*
PR No. 4200197614 PLI 1: $3,700,000

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:
	D. OTHER *(Specify type of modification and authority)* FAR Clauses 43.103(b) and 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values		Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0		$4,575,848
This Mod			0	$0	$0	$0		3,700,000
New Total			$66,943,044	$0	$0	$0		$8,275,848

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)*	
		Edgar F. Sanchez Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY	**April 19, 2007**
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $3,700,000 (pursuant to the limitation of funds clause) which provides contract funding coverage through August 11, 2007 as reflected in the contractor's electronic message dated April 17, 2007. The foregoing action is further implemented by the inclusion of the following modifications.

A. Under 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)
  - Revise the funding coverage date from May 14, 2007 to August 11, 2007.
- Subparagraph (b) is modified as follows:
  - Increase the additional amount obligated under this contract for fee from (b)(4) by (b)(4)
- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for "Estimated Cost" from (b)(4) to (b)(4)
  - Increase the funding amount allotted for "Provisional, Award Fee" from $(b)(4) by (b)(4)
  - No revision to the "Award Term Fee" amount of (b)(4)
  - Increase the "Total Sum Allotted" from $4,575,848 by $3,700,000 to $8,275,848.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 Lim 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 August 11, 2007.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional, Award Fee:			
Award Term Fee:			
Total Sum Allotted:	$4,575,848	$3,700,000	$8,275,848

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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 6						
Award Term 2	Year 7						
Award Term 3	Year 8						
Award Term 4	Year 9						
Award Term 5	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*** . The maximum potential award fee is **$ See Below*** . The maximum award term fee is **$ See Below*** . Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*** .

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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Table B-2: Summation of Task Orders

** **Contract Period Covered**	*** **Total Estimated Cost**	**Maximum Potential Award Fee**	**Total Award Fee Earned**	**Maximum Award Term Fee**	**Total Award Term Fee Earned**	**Total Task Order Value**
Base Year 1						
Fee Period 1						
Fee Period 2						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods

*** = Includes cost associated with PWS 2.0.

(End of clause)

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months, unless changed to twelve (12) months by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 August 11, 2007 .

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional, Award Fee:			
Award Term Fee:			
Total Sum Allotted:	$4,575,848	$3,700,000	$8,275,848

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
3	See Block 16C	4200204218 & 4200204667	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33, MGH	Edgar F. Sanchez Ph.: 256-544-0175 Fax: 256-544-9080 Email: Edgar.F.Sanchez@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS33, MGH

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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)*
PR No. 4200204218 PLI 1: $515,789 and PR No. 4200204667 PLI 1: $97,148

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:
	D. OTHER *(Specify type of modification and authority)* FAR Clauses 43.103(b) and 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values		Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0		$8,275,848
This Mod			0	$0	$0	$0		612,937
New Total			$66,943,044	$0	$0	$0		$8,888,785

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)*	
		Edgar F. Sanchez Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA **/s/Original Signed By** BY	16C. DATE SIGNED **June 8, 2007**
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $612,937 (pursuant to the limitation of funds clause) which provides contract funding coverage through August 11, 2007 as reflected in the contractor's electronic message dated June 6, 2007. The foregoing action is further implemented by the inclusion of the following modifications.

A. Under 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)
  - No revision to the funding coverage date of August 11, 2007.
- Subparagraph (b) is modified as follows:
  - No revision to the additional amount obligated under this contract for fee of (b)(4).
- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for "Estimated Cost" from (b)(4) (b)(4)
  - No revision to the funding amount allotted for "Provisional, Award Fee" of (b)(4)
  - No revision to the "Award Term Fee" amount of (b)(4)
  - Increase the "Total Sum Allotted" from $8,275,848 by $612,937 to $8,888,785.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 August 11, 2007.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional, Award Fee:			
Award Term Fee:			
Total Sum Allotted:	$8,275,848	$ 612,937	$8,888,785

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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 6						
Award Term 2	Year 7						
Award Term 3	Year 8						
Award Term 4	Year 9						
Award Term 5	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*** . The maximum potential award fee is **$ See Below*** . The maximum award term fee is **$ See Below*** . Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*** .

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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Table B-2: Summation of Task Orders

** **Contract Period Covered**	*** **Total Estimated Cost**	**Maximum Potential Award Fee**	**Total Award Fee Earned**	**Maximum Award Term Fee**	**Total Award Term Fee Earned**	**Total Task Order Value**
Base Year 1						
Fee Period 1						
Fee Period 2						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods

*** = Includes cost associated with PWS 2.0.

(End of clause)

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months, unless changed to twelve (12) months by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 August 11, 2007 .

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional, Award Fee:			
Award Term Fee:			
Total Sum Allotted:	$8,275,848	$ 612,937	$8,888,785

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE 01	PAGE OF PAGES 1 | 84

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
4		N/A	

6. ISSUED BY	CODE	PS33-MGK	7. ADMINISTERED BY *(If other than Item 6)*	CODE	PS33-MGK

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

Edgar F. Sanchez
256-544-0175
Edgar.F.Sanchez@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Hernandez Engineering, In.
17625 EL Camino Real, Suite 300
Houston, TX 77058

CODE 100289 CAGE CODE 2Y303

(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

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 _____ 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.

	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(a)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority). FAR 43.103(a)(3) and mutual agreement of the parties.*

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

	Maximum Quantity (ref. Clause B-1Table B-1)			Task Order Cumulation (ref. Clause B.2, Table B-2)			
	Total Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$ 66,943,044	$0	$0	$0	$8,888,785
This Mod			$0	$0	$0	$0	$0
New Total			$ 66,943,044	$0	$0	$0	$8,888,785

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Edgar F. Sanchez
Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purposes of this modification are to: a) execute a no cost change by revising the Performance Work Statement (PWS) to add the Position Risk Designation deliverable verbiage that was left in out in error when the contract was awarded and b) incorporate the Position Risk Designation deliverable into the Data Procurement Document . These revisions are in compliance with the Homeland Security Presidential Directive (HSPD-12) provisions already contained in the current contract. Therefore, the contract is modified in the following particulars:

A. Under Section J, Attachment 1, make the following modifications: Under subparagraph 2.0 (Management), at the end of the paragraph include the following sentence: "The contractor shall provide a Position Risk Designation for Non-NASA Employee (s) in accordance DRD 1107MA-012."

B. Under Section J, Attachment 2, delete the baseline "Data Procurement Document 1107-MA Basic" in its entirety and replace it with "DPD 1107 Revision-A" to reflect the inclusion of "DRD 1107MA-012", entitled; "Position Risk Designation for Non-NASA Employee."

C. In consideration of the modifications(s) agreed herein as complete equitable adjustment for the Contractor's "proposal(s) for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving the giving rise to the proposal(s) for adjustment."

D. The modifications made in A and B 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. A vertical change bar is included in the right margin in the specific area of change.

Page(s) Deleted	Page(s) Added
Attachment 1, Pg. J-1-3	Attachment 1, Pg. J-1-3
Attachment 2/Entirety	Attachment 2/Entirety

E. Except as provided herein, there are no other changes to Contract NNM07AA74C.

This Performance Work Statement as set forth is unclassified: however, some Contractor personnel may require access to classified documents; therefore, the Contractor must possess or be able to acquire a Facility Security Clearance. Security clearance, for those persons required to have such, will be obtained in accordance with the MSFC Security Procedural Requirements, MPR 1600.1 and the Industrial Security Manual for Safeguarding Classified Information, DOD Manual 5220.22. Contractor personnel working at MSFC must comply with pertinent MSFC security regulations and the requirements of Homeland Security Presidential Directive (HSPD) No. 12.

2.0 MANAGEMENT

The Contractor shall provide administrative and technical program management for effective direction and control of this contract. The Contractor's plan and approach for providing such management shall be documented in a Management Plan which will be prepared in accordance with DRD 1107MA-001. The Contractor shall provide and use management information systems which provide a means for monitoring and measuring performance and which encompass planning, scheduling, progress reporting, and completion of tasks or projects. This shall include an automated task management system for life cycle management of task orders. The contractor shall provide an Organizational Conflict of Interest (OCI) Plan in accordance with DRD 1107MA-006. Monthly Financial Management Reports shall be provided in accordance with DRD 1107MA-008. Bi-weekly notes shall be submitted in accordance with DRD 1107MA-009. A Badged Employee and Remote IT User shall be submitted in accordance with DRD 1107MA-010. The contractor shall provide Management Status Review (MSR) Input in accordance with DRD 1107MA-005. The contractor shall provide a Make or Buy Plan in accordance with DRD 1107MA-011. The contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document. The contractor shall provide a Position Risk Designation for Non-NASA Employee(s) in accordance with DRD 1107MA-012.

2.1 Project Management

The Contractor shall provide planning, coordination, and surveillance of overall activities to assure disciplined performance of work and timely application of the resources necessary for completion of all tasks described in this Performance Work Statement.
The contractor shall perform the activities associated with this PWS in accordance with the Marshall Management System (MMS) requirements and the Safety and Mission Assurance (S&MA) Directorate’s Organizational Instructions.

DATA PROCUREMENT DOC. NO. **1107** ISSUE **Revision A**

NNM07AA74C
CONTRACT/RFP

EXHIBIT NUMBER

J-2
ATTACHMENT NUMBER

Safety and Mission Assurance Services
PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Hernandez Engineering, Inc.
CONTRACTOR

July 12, 2007
DATE

National Aeronautics and
Space Administration

MSFC - Form 3461 (Rev September 1989)

National Aeronautics and Space Administration **DOCUMENT CHANGE LOG**					DATA PROCUREMENT DOC. NO. 1107 ISSUE Revision A	
INCORPORATED REVISIONS OUTSTANDING REVISIONS				AS OF: 07-12-07	SUPERSEDING: 02-01-07	PAGE:
AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
	INTRO	SGR	DRL	DRD		
Contract Mod 4				X	Added the following DRD: 1107MA-012, Position Risk Designation for Non-NASA Employee	

MSFC - Form 3461-1 (Rev August 1970)

National Aeronautics and Space Administration

PAGE REVISION LOG

DATA PROCUREMENT DOC.
NO. ISSUE
1107 Revision A

NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.	AS OF: 07-12-07	SUPERSEDING: 02-01-07	PAGE:

INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.

ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
DPD	ALL	Revision A			

MSFC - Form 3461-2 (Rev August 1970)

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	DESCRIPTION
CD	Contractual Data
LS	Logistics Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRD's.

1.2.4 Document Change Log (DCL) and Page Revision Log (PRL): The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page

Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPE	DESCRIPTION
1*	All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.
2*	NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.
3	These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.
4	These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
5	These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government

* Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).

** Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.

*** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

2.1 Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is preferred. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
   1. Contract number.
   2. Data Requirements Description (DRD) number.
   3. DRD data type (specified in Item 3 on the DRD).
   4. Submission date or milestone being satisfied.
   5. Document number and revision.
   6. Document title.
   7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
   8. Distribution (as defined by the Contracting Officer's letter).
   9. Requested response date.
   10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.
   11. NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)
b. Printable electronic files or hardcopy data.

2.3.5 Use of the MSFC Documentation Repository: If Program/Project requires the contractor to transmit data directly to the Repository, Marshall Policy Directive (MPD) 2210.1 specifies the requirements for utilizing the Documentation Repository. Electronic data deliverables should be transmitted directly to the Repository via a secure web page, available at https://webpub.nis.nasa.gov/submittal/index.html.Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL) and raster image formats.

2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:

a. Method of reproduction – offset/xerography.
b. Finished size – 8 1/2" X 11".
c. Paper – 20-pound opaque bond.
d. Cover – Litho cover stock.
e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".

g. Binding shall be the most economical method commensurate with the size of the report and its intended use.

2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.

2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.

2.8 Maintenance of Type 1 Document Submittals

2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).

2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised

pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.

2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page shall be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page shall be deleted by the current revision.

3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block shall be entered in the "Superseding" block.

3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.

3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

3.4 DPD Reissues

3.4.1 When conditions warrant, the DPD shall be reissued by NASA and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.

3.4.2 All revision symbols (vertical lines and contractual direction control numbers) shall be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Safety and Mission Assurance Services
Data Requirements List

DRD	DATA TYPE	TITLE	OPR
CD - Contract Data			
1107CD-001	2	Information Technology Security Plans	IS10
LS – Logistics Support			
1107LS-001	2	Government Property Management Plan	AS41
MA - Management			
1107MA-001	1	Management Plan	QD01
1107MA-002	2	Evaluation and Assessment Reports	QD01
1107MA-003	2	MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents	QD01
1107MA-004	2	Problem Assessment Center (PAC) Operations Plan	QD01
1107MA-005	2	Management Status Review (MSR) Input	QD01
1107MA-006	2	Organizational Conflict of Interest (OCI) Avoidance Plan	PS33
1107MA-007	3	Contractor Employee Clearance Document	AS50
1107MA-008	3	Financial Management Report (533M and 533Q)	CS40
1107MA-009	3	Bi-weekly Notes	QD01
1107MA-010	3	Badged Employee and Remote IT User List	AS50
1107MA-011	3	Make or Buy Plan	QD01
1107MA-012	3	Position Risk Designation for Non-NASA Employee(s)	AS50
SA - Safety			
1107SA-001	1	Personnel Training and Certification Plan	QD40
1107SA-002	2	Safety, Health, and Environmental (SHE) Plan	QD50/AS10
1107SA-003	3	Mishap and Safety Statistics Reports	QD50

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107CD-001**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Information Technology Security Plans

7. **DESCRIPTION/USE**: To document information technology security risk management and safeguards for protection of unclassified NASA electronic information and data processed by Federal general support computer systems and major software applications.

8. **OPR**: IS10 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 45 days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**: The information technology security plans shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in NFS 1852.204-76. Reference is made to NPR 2810.1, *Security of Information Technology* and NFS 1804.470-3, *Security plan for unclassified Federal Information Technology systems.*

14. **INTERRELATIONSHIP**: PWS paragraph 7.6

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: Information Technology Security Plans shall document the safeguards necessary to ensure sufficient availability, integrity, and confidentiality of that information accessed or managed within the systems and/or applications, based on the contractor's assessment of risks.

15.2 **APPLICABLE DOCUMENTS**:

NFS 1852.204-76	*Security Requirements for Unclassified Information Technology Resources*
NIST SP 800-18	*Guide for Developing Security Plans for Information Technology Systems*

15.3 **CONTENTS**: The Information Technology Security Plan shall meet the requirements of NFS 1852.204-76. The plan shall describe the contractor's processes for implementing information security including personnel background screening, personnel awareness and training, information protection, and security incident response.

Additionally, a separate system-level Information Technology System Security Plan shall be prepared for each Federal general support computer system or major software application managed by the contractor and/or subcontractor personnel in the performance of this contract. The Information Technology System Security Plan(s) shall meet the requirements of NIST

SP 800-18.

15.4 **FORMAT**: Contractor format for the Information Technology Security Plan is acceptable as long as the guidance described in NFS 1852.204-76 is followed. The Information Technology System Security Plan format shall be per NIST SP 800-18.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107LS-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Government Property Management Plan

7. **DESCRIPTION/USE**: To describe the method of controlling and managing Government property.

8. **OPR**: AS41 9. **DM**: QD01

10. **DISTRIBUTION**: Cognizant property administrator

11. **INITIAL SUBMISSION**: Preliminary three months after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Final one year after ATP, revise as required

13. **REMARKS**: This document shall be the official contract requirements document for the control and identification of all Government property.

14. **INTERRELATIONSHIP**: PWS paragraph 2.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.

15.2 **APPLICABLE DOCUMENTS**

FAR	*Federal Acquisition Regulation, Part 45*
NPR 5100.4B	*Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45* and latest revisions thereto

15.3 **CONTENTS**: This plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

a. Property management.
b. Acquisition.
c. Receiving.
d. Identification.
e. Records.
f. Movement.
g. Storage.
h. Physical inventories.
i. Reports.
j. Consumption.
k. Utilization.
l. Maintenance.
m. Subcontractor control.
n. Disposition.
o. Contract close-out.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-001**
3. **DATA TYPE**: 1
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Management Plan

7. **DESCRIPTION/USE**: To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 30 days after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Plan shall describe the contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling Task Order Requests (TORs), Task Order Plans (TOPs), Task Orders (TOs) and TO sub-elements, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Management Plan shall include:

a. Description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level II WBS task level.
b. Description of management concepts, plans, project management and task/control systems, organizational approach, approach to quality, and communication channels between the contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-002**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Evaluation and Assessment Reports

7. **DESCRIPTION/USE**: Provide the S&MA Directorate with the information required to accomplish its mission in support of MSFC Programs and Projects.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: As required

12. **SUBMISSION FREQUENCY**: If requested, for each document evaluated and each milestone review.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 11.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Evaluation and Assessment Reports shall be for various types of reviews for comment, analyses and evaluations required by the Statement of Work.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Evaluation and Assessment Reports shall review comments, analyses and evaluations of various types of documents for the purpose of determining adequacy and compliance with requirements. Such as: NASA Handbooks, MSFC requirements documents, Level II requirements documents, contractor or Government drawings, specifications, FMEA's, CIL's, Hazard Analyses, Quality Plans and Procedures, Safety Plans, Test Plans and Procedures, Software, ECP/ECR/SCR's, OMI/OMRSD's, and other documents applicable to MSFC Programs and Projects.

The contractor shall detail deficiencies and make recommendations for approval, disapproval, and required changes. The contractor shall also provide trip reports.

15.4 **FORMAT**: Contractor format is acceptable as long as it fulfills the needs of the task managers.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-003**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents

7. **DESCRIPTION/USE**: Provide the S&MA Directorate with the plans, procedures, briefing materials and other documents required in accomplishment of SRM&QA activities.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: As required

12. **SUBMISSION FREQUENCY**: As required and requested by the S&MA Directorate.

13. REMARKS**: Reference is made to NASA and MSFC Directives and Standards as applicable.**

14. **INTERRELATIONSHIP**: PWS paragraph 11.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents shall be various types of MSFC SRM&QA plans, procedures and requirements documents.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents shall be prepared for MSFC S&MA approval and use the various types of plans, procedures, and other documentation for MSFC in-house SRM&QA activities. Examples are quality plans and procedures, verification analyses, safety analyses, FMEA's, CIL's, reliability and maintainability analyses and assessments, and other types of documents detailed in the Statement of Work. They shall also have the capability of preparing charts (viewgraphs) and writing documents such as training plans and SRM&QA management plans. The documents shall be prepared in accordance with NASA or MSFC Directives and standards associated with the preparation of the different documents requested.

15.4 **FORMAT**: The contractor shall use the format established by the directives governing the preparation of the specific documents, otherwise contractor format will be acceptable.

15.5 **MAINTENANCE**: Maintained current by page revision or complete reissue to reflect all approved changes.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-004**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Problem Assessment Center (PAC) Operations Plan

7. **DESCRIPTION/USE**: Update the PAC Operations plan.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Sixty (60) days after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Revisions as required.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 5.5.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Problem Assessment Center (PAC) Operations Plan identifies the organization, implementation and control of the PAC. The plan shall also identify the periodic reports the PAC will issue to fulfill customer needs.

15.2 **APPLICABLE DOCUMENTS**:

NSTS 08126	***Space Shuttle Problem Reporting and Corrective Action System Requirements***
SSP 30223	***International Space Station Program Problem Reporting and Corrective Action System Requirements***
XXX	**CLV PRACA documents when baselined**

15.3 **CONTENTS**: The PAC Operations Plan shall provide identification of the disciplines, controls and interfaces necessary to implement operation of the PAC, and shall satisfy the requirements of the documents listed in 15.2.

15.4 **FORMAT**: The format of the plan shall permit accommodation of special requirements of new projects via appendices. Generally, the order of tasks shall be in accordance with paragraph 5.5 of the PWS.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue. The Plan shall be reviewed at least once each year to identify necessary changes.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-005**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Management Status Review (MSR) Input

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress by task order (TO). To provide visibility to the contractor and MSFC Management of actual and potential problems and their progress toward meeting the requirements of the contract

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: First MSR after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Monthly thereafter. The report shall be submitted at the MSR.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraphs 2.0 and 2.7

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Status Review (MSR) Input provides a comprehensive status on all active TOs and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Management Status Review (MSR) Input shall include:

a. Review of work accomplished, including quantitative description, during the reporting period.
b. Discussion of non-routine tasks planned for the next reporting period.
c. Indication of any problems, which may impede performance or impact performance, schedule or cost.
d. Schedule with milestones.
e. Labor hours expended by labor category showing overtime hours separately.
f. Costs expended (by cost element) versus negotiated cost and TO/TO sub-element funding received.
g. Cost detail should be delineated in terms of those government unique project numbers (UPN) funding each TO/TO sub-element.
h. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.

15.4 **FORMAT**: Contractor format similar to government MSR charts is acceptable, hard copy charts with electronic presentation media is strongly encouraged.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-012**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Organizational Conflict of Interest (OCI) Avoidance Plan

7. **DESCRIPTION/USE**: To demonstrate to the Government that the Contractor, when using subject matter experts, will mitigate organizational conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects sensitive, proprietary data belonging to other contractors.

8. **OPR**: PS33 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 5 working days following Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as required

13. **REMARKS**: Reference is made to Contract Clauses H.2, H.3, H.14, and K.3; NFS Part 1809.505-4, "*Obtaining Access to Sensitive Information*;" NFS Part 1837.203-70, "*Providing Contractors Access to Sensitive Information*;" NFS Part 1837.203-71, "*Release of Contractor's Sensitive Information*;" NFS Part 1852.237-72, "*Access to Sensitive Information*;" and NFS 1852.237-73, "*Release of Sensitive Information*."

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Organizational Conflict of Interest Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated when using subject matter experts connected to any prime contractor or subcontractor performing design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC.

15.2 **APPLICABLE DOCUMENTS**: None

15.3. **CONTENTS**: The Organizational Conflict of Interest Avoidance Plan shall include the following:

a. Organizational conflicts of interest pertaining to impaired objectivity associated with the use of subject matter experts shall either:
   1. Warrant that the individuals have no conflicting business relationships as defined in Clauses H.2, H.3, and K.3 in the solicitation, or
   2. Describe all business relationships that might create a conflict with the performance work statement in this order by demonstrating:
      (a) That the management reporting chains between this order and the work performed by the technical subject matter experts for the conflicting business relationship are separated from each other.

(b) That the subject matter experts when performing this order are physically separated from the portion of the company performing the work for the conflicting business relationships.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan **DRD NO.**: **1107MA-006**
DATA TYPE: 2 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

(c) That each subject matter expert performing this order signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this order.

(d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.

b. With regard to access to nonpublic information by the subject matter experts, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor receives. This plan shall include:

1. A provision that subject matter experts shall not disclose the proprietary/sensitive data relating to this order.
2. A provision that subject matter experts only shall use the proprietary/sensitive data relating to this order.
3. A provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
4. A provision that information technology shall be protected to prevent unauthorized disclosure of information.
5. A provision that employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
6. A requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts.
7. A requirement for periodic self-audits, the results of which shall be made available to the Government.
8. Initial and periodic refresher OCI training for the contractor and subject matter experts working on the order.
9. A Description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
10. Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
11. A provision requiring the contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.
12. A provision requiring the contractor to update the OCI Avoidance Plan for the subject matter experts upon occurrence of any event that will cause a change to the plan.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-007**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Contractor Employee Clearance Document

7. **DESCRIPTION/USE**: To ensure that badged contractor employees no longer requiring Center access properly clear all accounts upon termination of employment.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Immediately upon termination of employment.

12. **SUBMISSION FREQUENCY**: As required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 11.3

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts upon termination of employment.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.

15.4 **FORMAT**: MSFC Form 383-1, “Contractor Employee Clearance Document”.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-008**
3. **DATA TYPE**: 3 4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Financial Management Report (533M and 533Q)

7. **DESCRIPTION/USE**: To provide quarterly and monthly financial reports for monitoring program costs. The 533M and 533Q reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts.

8. **OPR**: CS40 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: An initial report in the 533Q format is required within 30 working days after Authority to Proceed. Initial 533M reporting shall begin no later than 30 days after the incurrence of cost.
12. **SUBMISSION FREQUENCY**: 533Q: Quarterly; no later than the 15th day of the month preceding the quarter being reported in columns 8a, 8b, and 8c. 533M: Monthly; no later than 10 working days following the close of the contractor's accounting month.

13. **REMARKS**: The data contained in the reports shall be auditable using Generally Accepted Accounting Principles.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:
15.1 **SCOPE**: The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.

15.2 **APPLICABLE DOCUMENTS:**
NPR 9501.2D *NASA Contractor Financial Management Reporting*

15.3 **CONTENTS**: The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office. The Financial Management Reports (533M and 533Q) shall be prepared in accordance with the detailed instructions provided on the reverse side of the NASA Forms 533M and 533Q and the supplementary instructions set forth in NPR 9501.2D, Chapter 3.

a. 533Q Quarterly Report shall include actual cost and cost projections at the total contract level. The initial 533Q report shall reflect the original contract value detailed by negotiated reporting categories and serve as the original baseline plan.
b. 533M Monthly Report shall include actual cost and cost projections at the total contract level.

A summary level page reflecting cumulative total contract cost since inception shall be included. Reconciliation between the 533M/533Q and the Cost Performance Report (CPR) or

Modified Cost Performance Report (M/CPR) shall be submitted as an attachment to the 533M/533Q Report.

A backup report shall be provided that identifies the following fields: Task Order (TO), TO/sub-element, reporting category, PR number, WBS, cost center, fund, current month actuals, cumulative actuals, funding received, variance next month's estimate and monthly actuals at the individual project/program level.

DRD Continuation Sheet

TITLE: Financial Management Report (533M and 533Q) **DRD NO.**: **1107MA-008**
DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

15.4 **FORMAT**: Contractor internal automated printout reports may be substituted for 533M/533Q forms (with NASA Contracting Officer's approval) provided that the contractor report contains all of the data elements required by NASA Forms 533M and 533Q. Electronic submission of contractor data is strongly encouraged (reference NPR 9501.2, paragraph 3.7).

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-009**
3. **DATA TYPE**: 3 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Bi-weekly Notes

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress. To provide visibility to contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: First bi-weekly note submittal after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Every two weeks to correspond with the input to the Center's bi-weekly note submittal or as directed by the COTR.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraphs 2.0 and 2.7

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Bi-weekly Notes provides a status on active tasks and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Bi-weekly Notes shall include:

a. Review of work accomplished.
b. Indications of any problems which may impede performance or impact performance, schedule or cost.
c. Any other information that may assist the technical evaluators in evaluating the contract.

15.4 **FORMAT**: Center bi-weekly note format is acceptable.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-010**
3. **DATA TYPE**: 3 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Badged Employee and Remote IT User Listing

7. **DESCRIPTION/USE**: To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update quarterly or as personnel change occurs. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.

13. **REMARKS**: Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999), NPR 1600.1, *NASA Security Program Procedural Requirements,* and Homeland Security Policy Directive 12.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Badged Employee and Remote IT User Listing shall provide NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Badged Employee and Remote IT User Listing shall include the following information for each employee: employee's full name (first and middle names must be birth names), Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed [National Agency Check – Local Agency Checks and Credit Check (NACLC) or Single Scope Background Investigation (SSBI)] and the date it was completed.

15.4 **FORMAT**: Contractor format using Excel Spreadsheet is acceptable.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-011**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Make or Buy Plan

7. **DESCRIPTION/USE**: To outline and define those end items to be manufactured (make) or procured (buy).

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: With proposal

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**: Reference is made to FAR 15.407-2, *Make or Buy Programs*

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Make or Buy Plan establishes the content, format, and maintenance requirements for a "make or buy" plan of important components or subsystems.

15.2 **APPLICABLE DOCUMENTS**:
NFS 1852.215-78 *Make or Buy Program Requirements*

15.3 **CONTENTS**: The Make or Buy Plan shall contain the following in accordance with NFS 1852.215-78:

a. Description of each major item or work effort.
b. Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy."
c. For each item or work effort categorized as "can either make or buy", a proposed either to "make" or "buy".
d. Reasons for categorizing items and work effort as "must make" or "must buy" and proposing to "make" or "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the applicable evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization and proposal.
e. Designation of the offerer's plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
f. Identification of proposed subcontractors, if known, and their location and size status.
g. Any recommendation to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.

DRD Continuation Sheet

TITLE: Make or Buy Plan **DRD NO.**: **1107MA-011**
DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:
Note: The information required from a contractor in a make-or-buy plan shall be confined to those major items or work efforts that normally would require company management review of the make-or-buy decision because they are complex, costly, needed in large quantities, or require additional facilities to produce. Raw materials, commercial items, and off-the-shelf items shall not be included, unless their potential impact on contract cost or schedule is critical. Normally, make-or-buy programs should not include items or work efforts estimated to cost less than 1 percent of the total estimated contract price of any minimum dollar set by the agency.

15.4 **FORMAT**: Contractor format is acceptable. The plan shall be sub-divided to categorize each item by subsystem, major components, assemblies, subassemblies, and parts to be processed or manufactured.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-012**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Position Risk Designation for Non-NASA Employee(s)

7. **DESCRIPTION/USE**: To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, Chapter 4.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: The copy of the spreadsheet shall be submitted to Protective Services at the following address: Protective Services; Attn: Ms. Deborah Swafford; Building 4200, Room 222; MSFC, AL 35812 or deborah.g.swafford@nasa.gov.

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as personnel or position changes occur

13. **REMARKS**: Information shall be marked appropriately as subject to the Privacy Act of 1974 (Privacy Act Information [PAI]). The spreadsheet shall be used for all new hires and any current employees who have not previously submitted the required data on NASA Form 1760. All new hires must be noted as such on the spreadsheet.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Position Risk Designation for Non-NASA Employee provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.

15.2 **APPLICABLE DOCUMENTS**:
NPR 1600.1 *NASA Security Program Procedural Requirements*

15.3 **CONTENTS**: The Position Risk Designation for Non-NASA Employee shall contain the following information for each employee: Social Security Number (SSN), Last Name, First name, Middle Suffix, Date of Birth, City of Birth, County of Birth, State of Birth, Country of Birth, E-mail address, Telephone Number, Mission Essential Infrastructure (MEI) Required, Personnel Reliability Program (PRP) Required and Remote IT Access Only.

15.4 **FORMAT**: The Spreadsheet shall be provided in Microsoft Excel electronically via CD, delivered directly to Protective Services, or Encrypted Email (no other means of transmittal will be accepted).

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107SA-001**
3. **DATA TYPE**: 1 4. **DATE REVISE**D:
5. **PAG**E: 1/2
6. **TITLE**: Personnel Training and Certification Plan

7. **DESCRIPTION/US**E: To provide the contractor and the Government a baseline document for definition of training and personnel certification criteria and procedures to be implemented.

8. **OPR**: QD40 9. **DM**: QD01

10. **DISTRIBUTIO**N: Per Contracting Officer's letter

11. **INITIAL SUBMISSIO**N: Ten (10) days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENC**Y: Update as required

13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 2.5

15. **DATA PREPARATION INFORMATIO**N:

15.1 **SCOPE**: The Personnel Training and Certification Plan provides for training, certification, and re-certification of personnel engaged in hazardous operations and performance of critical processes. The purpose of a training and certification program is to assure that all personnel are capable of performing their duties and work assignments without endangering themselves, fellow employees, equipment and/or facilities.

15.2 **APPLICABLE DOCUMENTS**:

MPR 8715.1	*Marshall Safety, Health, and Environmental (SHE) Program*
MPR 3410.1	*Training*
MWI 3410.1	*Personnel Certification Program*
MWI 3410.2	*Personnel Certification for NDE*
QD10-QA-022	*Visual Weld Inspection*
ANSI B31.1	*Code for Power Piping*
ANSI B31.3	*Code for Chemical Plant and Refinery Piping*
ANSI/AWS D1.1	*Structural Welding Code/Steel*
ANSI/AWS D1.2	*Structural Welding Code/Aluminum*
NPR 8715.3	*NASA Safety Manual*

15.3 **CONTENTS**: The Personnel Training and Certification Plan shall include criteria which relate to work classification and skills, education, experience, training, and other qualifications necessary to assure safe and efficient operation and maintenance of inspection and test stand systems and high quality workmanship. The plan shall fulfill the requirements of the applicable documents listed in 15.2 and include:

a. Training and certification program.

1. General.
   (a) Program description.
   (b) Program administration.
   (c) Certification duration.
   (d) Definitions.

DRD Continuation Sheet

TITLE: Personnel Training and Certification Plan **DRD NO.**: **1107SA-001**
DATA TYPE: 1 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

(e) Job description summaries.
(f) Task assignments per job description.
(g) Skills required per job description.

2. Certification requirements/skills.
   (a) Education.
   (b) Experience/work history.
   (c) Specialized training.
   (d) Physical condition/attitude.
3. Certification process.
   (a) Supervision responsibilities.
   (b) Certifying authority.
   (c) Formal/informal examination.
   (d) Proficiency demonstration.
4. Certification documentation.

b. Specific skills requiring training and proficiency shall include:
   1. Schematic and drawing comprehension.
   2. Test and launch operations.

c. Specific skills requiring certification and proficiency shall include:
   1. Solid propellant inspection *.
   2. Confined space *.
   3. Welding inspection and nondestructive evaluation (NDE).
   4. Program Critical Hardware (PCH) *.
   5. Lifting Equipment Training Certified Examiner.
   6. Propellant and Explosive Handler *.
   7. Risk Management Course Instructors (NASA Headquarters provided training, travel required).

* Training provided by the Government at MSFC.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107SA-002**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/3

6. **TITLE**: Safety, Health, and Environmental (SHE) Plan

7. **DESCRIPTION/USE**: To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program in accordance with NFS 1852.223-73.

8. **OPR**: AS10/QD50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Preliminary with proposal

12. **SUBMISSION FREQUENCY**: Ten days after Authority to Proceed (ATP); update as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: NFS 1852.223-70, *Safety and Health;* NFS 1852.223-73, *Safety and Health Plan*; FAR 52.223-10, *Waste Reduction Program.* DRD 1107SA-003, *Mishap and Safety Statistics Report*. PWS paragraph 2.3.

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Safety, Health, and Environmental Plan describes the contractor's method of implementing occupational safety, health, and environmental standards over the duration of the contract.

15.2 **APPLICABLE DOCUMENTS**: Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).

29 CFR 1910 *Department of Labor; Occupational Safety and Health Administration Standards for General Industry*
29 CFR 1926 *Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry*
40 CFR *Protection of the Environment*
ANSI Standards applicable to the scope of this contract
ASME Boiler and Pressure Vessel Code
MPR 1040.3 *MSFC Emergency Plan*
MPR 1840.3 *MSFC Hazardous Chemicals in Laboratories Protection Program*
MPR 1840.1 *MSFC Confined Space Entries*
MPD 1860.2 *MSFC Radiation Safety Program*
MPR 1810.1 *MSFC Occupational Medicine*
MPD 1840.3 *MSFC Respiratory Protection Program*
MPD 1840.2 *MSFC Hearing Conservation Program*
MPD 1840.1 *MSFC Environmental Health Program*

MPR 1840.2	*MSFC Hazard Communication Program*
MPD 1860.1	*Laser Safety*
MPR 1800.1	*Bloodborne Pathogens*
MWI 3410.1	*Personnel Certification Program*
MPR 8715.1	*Marshall Safety, Health and Environmental (SHE) Program*

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1107SA-002**
DATA TYPE: 2 **PAGE**: 2/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

MPD 8900.1 *Medical Operations Responsibilities for Human Space Flight Programs* (NOTE: This document only applies to Space Station contracts)
NFPA Standards *National Fire Codes*
NPR 8715.3 *NASA Safety Manual*
NASA-STD-8719.11 *Safety Standard for Fire Protection*

15.3 **CONTENTS**: The Safety, Health, and Environmental Plan shall describe the manner in which the contractor implements the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed and updated when necessary. The Safety, Health and Environmental Plan shall clearly state if the contracted effort contain potentially hazardous or non-hazardous operations and fully address the following applicable topics:

a. Management leadership and employee involvement:
   1. Statement of management policy and commitment to provide for the safety and health of personnel (i.e., employees, customers, and public) and property, and compliance with EPA, OSHA and NASA requirements.
   2. Description of procedures for insuring management and employees are held accountable for implementing their task in a safe and healthful manner through motivational techniques, disciplinary program, or other innovative techniques.
   3. Descriptions of safety, health, environmental awareness and motivation programs that, include documented safety meetings and safety awareness training for employees. (Onsite Safety meeting statistics shall be documented in the Supervisors Safety Web page: http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP_login.taf)
   4. Method of program evaluation that, identify the methods and frequency for internal evaluation of the safety, health, and environmental program.
   5. Method to ensure the Flowdown of safety responsibilities between all company levels and subcontractors, when applicable.
   6. Identification by title the individual who will be responsible for the implementation of the SHE program elements.
   7. Method to ensure compliance with MPR 8715.1, when work will be performed onsite at MSFC.

b. System and worksite analysis:
   1. Methods of hazard identification, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.
   2. Descriptions of OSHA programs that require documented programs (e.g., Respiratory Protection, Hazard Communication, Confined Space, and Lockout/Tagout, etc. Include the interrelationships with the MSFC programs.) (Note: Only programs applicable to the contracted effort need to be addressed.)
   3. Requirements for formal worksite safety inspections as required by OSHA, to including schedule and documentation requirements. Onsite OSHA inspections are performed by NASA.
   4. Requirements for documented supervisors' safety visits. Onsite safety visits shall be

performed once per month per supervisor and documented in the Supervisors Safety Web page.

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1107SA-002**
DATA TYPE: 2 **PAGE**: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

c. Hazard prevention and control:

1. Methods to identify potentially hazardous operations and generate plans, procedures, and other working documents which clearly identify the hazardous situations and the necessary cautions taken to mitigate the hazard; an annual review of the plans and procedures; and, MSFC Safety Department concurrence for onsite hazardous procedures. A list of identified potentially hazardous operations will be provided in the SHE plan.
2. Method of ensuring controls over the procurement, storage, issuance, and use of hazardous substances and procedures for recycling and disposal of hazardous waste in accordance with MPR 8500.1.
3. Method of ensuring a documented emergency management program. Include a list of emergency points of contract. (Note: Onsite contractors may use MPR 1040.3.)
4. Method of investigating all mishaps and close calls to determine root cause, including an outline of reporting requirements. (Reference DRD 1107SA-003, *Mishap and Safety Statistics Report*).
5. Method for providing safety, health, and environmental services applicable to the contracted effort such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication. (These services can be provided by MSFC for onsite work.)
6. Method for employees to suspend work where safety or environmental conditions warrant such action.

d. Safety and health training:

1. Method for training each employee to recognize hazards, avoid accidents, know the hazards specific to their job, and understand the disciplinary program.
2. Method for training and certification of personnel performing potentially hazardous operations. Identify the job categories under the contracted effort that require certification in accordance with MWI 3410.1, "Personnel Certification Program". Personnel Certification for onsite identified job categories shall be tracked in the MSFC Certification Database (CERTRAK) in accordance with MWI 3410.1. (NOTE: offsite contracts shall list the job categories under the contracted effort that require OSHA documented training and certification.)

e. Environmental compliance - Provisions for compliance with environmental laws and regulations by: reporting hazardous and toxic substance use; implementing and reporting green procurements in accordance with MWI 8540.2; reducing, reusing, and recycling of hazardous and toxic substances prior to disposal; minimizing stormwater pollution; ensuring equipment and processes permitted by applicable laws; and disposing of solid and liquid materials as permitted by applicable laws.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107SA-003**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Mishap and Safety Statistics Reports

7. **DESCRIPTION/USE**: To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.

8. **OPR**: QD50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**:
    a. Safety Statistics (e.g., contract number, subcontractors, NAIC codes, number of employees, number of supervisors, hours worked, etc.): submitted on MSFC Form 4371 by the 10th of each month following Authority to Proceed (ATP).
    b. Mishaps, Close Calls, and serious non-occupational injuries or illnesses
        1. Type A or B mishaps, high visibility mishaps or close calls, and onsite Type C lost time injury or illness: Immediate telephone notification to the Contracting Officer, and Industrial Safety (256-544-0046 or 4-HELP, Safety Option) so that Center Director notifies the NASA Administrator within 24 hours of occurrence or awareness. Include location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person and phone number.
        2. Non-occupational fatality or serious injury occurring onsite or to an onsite contractor employee: Notification to Contracting Officer and S&MA so that Center Director notifies the NASA Administrator within 24 hour of occurrence or awareness. (Offsite non-occupational injury or illness notification is at the discretion of the family.)
        3. a. All Onsite MSFC mishaps and close calls: (**applicable to onsite contractors only**): NASA Initial Safety Incident Report within 4 hours of occurrence or awareness on MSFC Form 4370 or equivalent either by telephone 256-544-4357 (4-HELP); Safety Option or electronically by Quick Incident. Report at https://msfcsma3.msfc.nasa.gov/s&ma_01/mishap/index.htm.
           b. Offsite Mishaps and Close Calls Type C and below: Initial notification by next MSFC 4371.
        4. All Mishaps (Type A, B, C, Incidents and Close Calls): Mishap Report NASA Form 1627 or electron update of NASA Incident Reporting Information System (IRIS) record within 6 calendar days of Mishap.
        5. Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report after completion of investigation.
        6. All Mishaps: Monthly Follow-up Corrective Action Plan/Status as required until closed.

12. **SUBMISSION FREQUENCY**:
    a. MSFC Form 4370 or electronic equivalent - Each occurrence of a mishap except as identified in section 11.b.

b. NASA Form 1627 or electronic equivalent - Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
c. MSFC Form 4371 - By the 10th of each month.
d. Mishap Board Report – Each occurrence of a Type A or B mishap, or as directed by Center management.

13. **REMARKS**:
14. **INTERRELATIONSHIP**: DRD 1107SA-002, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 2.3

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports **DRD NO.**: **1107SA-003**
DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.

15.2 **APPLICABLE DOCUMENTS**:
NPR 8621.1 ***NASA Procedural Requirements for Mishap Reporting, Investigating, and Recordkeeping***
MWI 8621.1***Close Call and Mishap Reporting and Investigation Program***

15.3 **CONTENTS**: The Mishap and Safety Statistics Reports shall contain the information required by NPR 8621.1 and MWI 8621.1. The contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.

15.4 **FORMAT**: The following formats or electronic equivalent shall be submitted:
a. MSFC Form 4370, "MSFC Flash Mishap Report."
b. NASA Form 1627, "NASA Mishap Report."
c. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics."
d. Mishap Board Report using the format provided in NPR 8621.1.

15.5 **MAINTENANCE**: None required

SECTION J

ATTACHMENT J-1

PERFORMANCE WORK STATEMENT

MSFC SAFETY & MISSION ASSURANCE SERVICES

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ATTACHMENT J-1

PERFORMANCE WORK STATEMENT

1.0 SCOPE

MSFC S&MA is strongly committed to Safety, Teamwork, Integrity and Mission Success. This allows for the establishment of a highly skilled, diverse, and motivated workforce committed to safety. Working in a creative and productive environment in support of cutting-edge systems and technology development, the Center employs unique and innovative management techniques to improve safety of the public, the astronauts and pilots, the NASA workforce and high-value equipment and property. The Safety and Mission Assurance Directorate is committed as a part of MSFC, to preventing human injury and ensuring the safety of all operations and products leading to mission success. The S&MA Service Contractor shall fully support these endeavors and demonstrate the same commitment to safety and mission success.

The Contractor shall provide the necessary management, personnel, equipment, and supplies (not otherwise provided by the Government) required to provide services associated with the planning, implementation, and assessment of System Safety Engineering, Industrial Safety, Reliability and Maintainability Engineering, S&MA Management Information, Quality Assurance/Engineering, Project Assurance, Risk Management, Independent Assessment, Documentation and Report Support elements for the Marshall Space Flight Center Safety and Mission Assurance Directorate. The services tasks associated with each of these elements are elaborated in this Performance Work Statement (PWS).

The Contractor shall perform surveillance of assigned MSFC in-house and contracted design, development, manufacturing, and testing activities, for both hardware and software, to assess compliance with NASA MSFC Safety, Reliability, Maintainability, and Quality Assurance (SRM&QA) policies, requirements, and controls. The Contractor shall assure that management assessment information is provided in a timely manner to the MSFC S&MA Directorate to support the decision-making process regarding open problems, hazards, and risks pertaining to accomplishing MSFC's mission. This will include operation and maintenance of the S&MA Management Information Processes. The tasks described in this Performance Work Statement shall be performed principally in the MSFC locale; however, occasional travel to contractor facilities, NASA Headquarters, and other NASA installations may be required. Also, a few positions may be located at production/launch facilities in MSFC Resident Management Offices.

This Performance Work Statement as set forth is unclassified: however, some Contractor personnel may require access to classified documents; therefore, the Contractor must possess or be able to acquire a Facility Security Clearance. Security clearance, for those persons required to have such, will be obtained in accordance with the MSFC Security Procedural Requirements, MPR 1600.1 and the Industrial Security Manual for Safeguarding Classified Information, DOD Manual 5220.22. Contractor personnel working at MSFC must comply with pertinent MSFC security regulations and the requirements of Homeland Security Presidential Directive (HSPD) No. 12.

2.0 MANAGEMENT

The Contractor shall provide administrative and technical program management for effective direction and control of this contract. The Contractor's plan and approach for providing such management shall be documented in a Management Plan which will be prepared in accordance with DRD 1107MA-001. The Contractor shall provide and use management information systems which provide a means for monitoring and measuring performance and which encompass planning, scheduling, progress reporting, and completion of tasks or projects. This shall include an automated task management system for life cycle management of task orders. The contractor shall provide an Organizational Conflict of Interest (OCI) Plan in accordance with DRD 1107MA-006. Monthly Financial Management Reports shall be provided in accordance with DRD 1107MA-008. Bi-weekly notes shall be submitted in accordance with DRD 1107MA-009. A Badged Employee and Remote IT User shall be submitted in accordance with DRD 1107MA-010. The contractor shall provide Management Status Review (MSR) Input in accordance with DRD 1107MA-005. The contractor shall provide a Make or Buy Plan in accordance with DRD 1107MA-011. The contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document. The contractor shall provide a Position Risk Designation for Non-NASA Employee(s) in accordance with DRD 1107MA-012.

2.1 Project Management

The Contractor shall provide planning, coordination, and surveillance of overall activities to assure disciplined performance of work and timely application of the resources necessary for completion of all tasks described in this Performance Work Statement.

The contractor shall perform the activities associated with this PWS in accordance with the Marshall Management System (MMS) requirements and the Safety and Mission Assurance (S&MA) Directorate’s Organizational Instructions.

2.2 Property Management

The Contractor shall comply with:

MWI 4520.1	Receiving
MWI 4220.1	Space Utilization, Communications Furniture, Relocation, and Special Event Services
MWI 4200.1	Equipment Control
MWI 4300.1	Disposal Turn-Ins/Reutilization Screening
MWI 4500.1	Program Stock, Storage, and Retail Store Operations
MWI 4520.2	Use of the Procurement Discrepancy Tracking System (PDTS)
MPR 4000.2	Property Management
FAR Part 45	Government Property
NFS Part 1845	Government Property

The Contractor shall implement an inventory control system for all controlled property and equipment. The Contractor shall prepare and maintain a report identifying and listing all equipment, tools, etc., provided by the Government for use by the contractor in the performance of contracted effort, and for which the contractor has been given physical custody. The Government Property Management Plan report shall be prepared and maintained in accordance with DRD 1107LS-001.

2.3 Occupational Safety and Health

The contractor shall establish and implement a safety, health, and environmental program that incorporates the following elements as applicable to the work performed under this contract documented in the Safety, Health, and Environmental (SHE) Plan required by DRD 1107SA-002.

a. Management leadership and employee involvement.

b. System and worksite analysis.

c. Hazard prevention and control.

d. Safety and health training.

e. Environmental compliance.

Mishaps shall be reported to the MSFC S&MA Directorate in accordance with DRD 1107SA-003, Mishaps and Safety Statistics Reports.

2.4 Working Group Support, Information Exchange, and Support for Implementation of New or Revised Requirements

The Contractor shall provide the following support for each of the nine elements stated in Paragraph 1.0:

a. Participate in working groups and communicate effectively in the local MSFC area (either at a workstation or remotely).

b. Information sharing or exchange with NASA Headquarters, other NASA Centers, and MSFC element contractors.

c. Review of and preparation of comments for drafts of new requirements documents or proposed revisions to existing requirements documents.

d. Participation in MSFC S&MA efforts to have MSFC Project Offices and their associated contractors implement new or revised requirements.

2.5 Personnel Training and Certification

The Contractor shall determine which positions on this contract require training as specified in MPR 3410.1, "Training", and certification as specified in MWI 3410.1, "Personnel Certification Program" and NPR 8715.3, "NASA Safety Manual" and applicable codes for welding, inspection, and Nondestructive Evaluation (NDE) of structural and pressure pipe welding. The contractor shall prepare, implement and maintain a Personnel Training and Certification Plan for each training and certification requirement identified in accordance with DRD 1107SA-001.

2.6 Developing and Maintaining Expertise in Safety and Mission Assurance Disciplines

The Contractor shall implement and maintain a program for developing and maintaining the expertise of its employees in safety and mission assurance disciplines including, but not limited to, industrial safety, systems safety, reliability, maintainability, quality assurance, and risk management. When practical, the Contractor shall partner with MSFC Civil Service employees by participating in S&MA Civil Service sponsored professional development activities such as periodic discipline expertise meetings and providing support to S&MA Civil Service discipline experts in the planning and implementation of their training and mentoring roles. The Contractor shall also develop, implement, schedule, and conduct specialized professional development training (in compliance with MPR 3410.1) when directed by S&MA and at their own discretion.

2.7 Automated Electronic Task Order Management

The Contractor shall establish, implement, and maintain an automated electronic task management system required to plan, organize, direct, and control contract activities. To this end, the Contractor shall provide the Government with access to the automated task management system, in accordance with the procedures in Clause H.3 and H.4, and the process depicted in Attachment J-10, in a manner that is consistent and compatible with Center information technology standards and be 508 compliant, pursuant to The Rehabilitation Act Amendment of 1973, as amended in 1998, Section 508, 29 U.S.C. 794(d) (http://www.section508.gov/). The automated task management system shall be an interactive system to be used by the government and the contractor. The automated task management system may be hosted on the contractor's server. The automated system shall allow for the electronic routing and approval of TOs and sub-elements. In addition, the Contractor's automated task management system shall track the status of TOs and sub-elements, as applicable, from planning to completion and record projected and actual resources data for each. This data shall be reported by those unique project numbers (UPN) that fund each TO and sub-elements. This data shall be presented in Management Status Review (MSR) Input that status each TO and sub-element on a monthly basis in accordance with DRD 1107MA-005. The Contractor shall provide Bi-Weekly Notes in accordance with DRD 1107MA-009. Overall reporting shall be compatible with the Contractor's organizational structure and the established PWS.

The Contractor's automated electronic task management system shall be an integrated system that allows insight and management of the day-to-day requirements at the Task Order Request (TOR), Task Order (TO) and sub-element levels. The Contractor's automated electronic task management system shall have the capability of tracking actual cost back to the contractor's Financial Management Reporting (533 Reports) at all levels down to the TO sub-element and project funding level.

The Contractor's automated electronic task management system shall provide a numbering system that provides traceability of tasks through their lifetime, electronic notification to the CO, COTR, TO initiator, Contract Task Order Performance Monitor (CTO PM), and Contractor of the task's status, approval tracking, revision tracking, traceability to PWS level 4, delineation of inactive and active tasks, period of performance for the task, and negotiated estimated cost. The system shall be capable of allowing the CTO PM, COTR and CO the ability to approve each TO prior to beginning the task, and approve the services provided by the TO prior to being closed in the system.

TORs defining specific assignments within the broad scope of the PWS will be prepared by TO Initiators, as services are needed. Specific information to be contained in the automated electronic task management system for the TORs shall include the following: an TOR number allowing traceability to a minimum of PWS Level 4, TO Initiator, task order description or objectives, travel requirements (if any), materials (if any), deliverables and milestone dates, benefiting program(s), and special instructions.

The Contractor will respond to the TOR with a Task Order Plan (TOP). Once approved the TOP will become a Task Order (TO). Information to be contained in the automated electronic task management system for the TOs shall include the following: contract identity, TO number which corresponds with the TOR number previously assigned, TO initiator, Contractor TO lead, TO description or objectives, technical approach for performing the task which includes required input data, guidelines, and assumptions, skills required, special tools required, identification of subcontractor(s) (if any) performing or contributing, resource plan for workforce and cost, schedule showing milestones, and deliverables, special considerations to include recruiting issues, safety concerns, etc., that may affect performance, and risk associated with TO performance as related to cost, technical, and schedule. Management Status Review (MSR) Input that status each TO and sub-element on a monthly basis in accordance with DRD 1107MA-005 shall be a standard output of the electronic task management system.

A sub-element is a lower level definition of work within a TO. Each sub-element will have a brief description of the scope and a cost estimate associated with it. Tracking of funding, cost, and Work Year Equivalents (WYE's) shall be provided at the sub-element level. At the sub-element level, the automated electronic task management system shall provide visibility to funding provided by the customer and track the cost associated with the funding.

The automated electronic task management system shall be capable of providing a Cost Summary Report, in spreadsheet format, that contains, for each organization (Directorate/ Department/Lab or Office), the following information for each evaluation period: TO number, TO title, negotiated cost, estimated cost without fee, and fee bearing negotiated cost. Additionally, the Cost Summary Report shall roll up each PWS Level 4 element information into an overall contract performance summary containing the following information for each evaluation period: organization, task title, summation of TOs for each PWS element Level 4, negotiated cost, and estimated cost. The Task Order Management system shall be

capable of collecting and presenting in an organized format (to include but not limited to MS Word and PowerPoint), the performance data from all contract monitors for COTR/Alternate COTR review and use/edit at or near the end of each rating period in a secure mode (Government only access). This information will support recommendations to the Performance Evaluation Board (PEB) for either Award Fee or Award Term periods earned during the evaluated performance period.

3.0 SYSTEMS SAFETY ENGINEERING PROGRAMS

3.1 The contractor shall develop and utilize any S&MA specific tools (as specified in PWS 7.0) needed to assure that all applicable system safety requirements (e.g., Agency, Center, Program/Project, etc.) are identified for MSFC programs and projects. These should include, but not be limited to fault tree analysis, logic trees, risk definition and mitigation analyses, hazard analysis and trending/data search.

3.2 The contractor shall assess program or project documentation (e.g., Contractor PWS, Data Requirements Documents, System Requirements Document, Contract End Item (CEI), Requirements Verification Compliance (RVC), procedures) to assure that all applicable safety requirements are addressed.

3.3 The contractor shall perform and assess trade studies relative to design, development, operation, or mission events to assure compliance with safety requirements and to assure safety risks are adequately identified, characterized, and mitigated.

3.3.1 The contractor shall perform and/or assess the elements of 3.3 for in-house design and development projects.

3.3.2 The contractor shall assess the elements of 3.3 for out-of-house design and development projects.

3.4 The contractor shall prepare and/or assess Safety Plans to assure compliance with applicable Agency, Center and Program safety requirements. Assess Project Plans to assure that safety is properly considered.

3.4.1 The contractor shall perform and/or assess the elements of 3.4 for in-house design and development projects.

3.4.2 The contractor shall assess the elements of 3.4 for out-of-house design and development projects.

3.5 The Contactor shall perform and/or assess hazard analyses to assure that: (a) all hazards are identified and the associated risks properly characterized; (b) hazard controls satisfy applicable safety requirements and adequately mitigate safety risks; (c) safety verification requirements are clearly identified and adequate,

including the clear definition of verification pass/fail criteria; and (d) the safety verification status is properly maintained in a closed loop accounting system.

3.5.1 The contractor shall perform and/or assess the elements of 3.5 for in-house design and development projects.

3.5.2 The contractor shall assess the elements of 3.5 for out-of-house design and development projects.

3.6 The contractor shall assess and support development of program or project verification plans and verification requirements (e.g., Verification Plans, Requirements Verification Compliance (RVC) documents) to assure safety verification requirements are properly included.

3.6.1 The contractor shall assess test and operating procedures to assure compliance with safety controls and safety verification requirements.

3.6.2 The contractor shall assess or generate safety verification compliance data to assure it clearly demonstrates compliance with the safety verification requirements and parent safety requirement.

3.7 The contractor shall participate in (including making presentations as required) milestone reviews, safety reviews and readiness reviews to assure compliance with applicable safety requirements. This includes evaluation of documentation and data for technical interchange meetings, design milestone reviews [e.g., Preliminary Requirements Review (PRR), Preliminary Design Review (PDR), Critical Design Review (CDR), Design Certification Review (DCR)], safety reviews, and readiness reviews [e.g., Pre-Ship Review, Flight Readiness Review (FRR), Preflight Assessment (PFA), Safety and Mission Assurance Readiness Review (SMARR)] to assure compliance with applicable safety requirements and consideration of safety risks.

3.8 The contractor shall assess proposed changes, deviations, and waivers to project documentation to assure compliance with safety requirements. This includes evaluation of the impacts to safety analyses and the effects on program or project risk.

3.9 The contractor shall provide systems safety expertise for program and project Boards such as Configuration Control Boards, Problem Review Boards, Discipline Control Boards, Program Control Boards, Material Review Boards, etc.

3.10 The contractor shall identify any adverse safety trends and promptly notify MSFC S&MA.

3.11 The contractor shall provide real-time safety assessments during launch countdowns and missions.

3.12 The contractor shall perform safety assessments of any issues which involve one or more of the following:

a. Operation or performance outside the expected performance range of parameters or which has not previously been experienced.
b. Discrepancies or nonconformances which affect:
   Configuration
   Certification
   Mission success
   Safety critical functions
   Weight in excess of two pounds (equivalent performances to orbit)
c. Adverse problem trends
d. Discrepancies or nonconformances which the operator determines requires design element analysis or assistance for resolution.
e. Unexplained anomalies or events.
f. Limit hardware life.
g. Restrict hardware or software use.
h. Affect hazard control.
i. Affect flight or ground operation procedures that are controlled by the Government.
j. Change software or hardware configurations that are controlled by the Government.
k. Allow use of hardware that does not meet performance specifications, exceeds certification limits, or surpasses time, age, cycle life limits (waivers/exceptions).
l. Affect critical hardware manufacture or repair processes.

3.13 The contractor shall provide support to the Marshall Safety Engineering Review Panel (MSERP) and to other panels [i.e., CLV (Crew Launch Vehicle) Safety Review Panel (CLVSRP, etc.)]. Support shall include but not be limited to documentation distribution and review, board establishment and communication, executive secretary function, meeting action item tracking, records retention, and independent “Checklist Reviews” of Safety Compliance Data Packages.

3.14 The contractor shall develop and maintain metrics regarding the safety performance of MSFC programs and projects.

3.15 The contractor shall participate in periodic, recurring technical issues meetings to discuss and resolve safety issues.

4.0 INDUSTRIAL SAFETY PROGRAM

4.1 The contractor shall annually conduct OSHA safety compliance inspections in accordance with 29 CFR 1960 of all local MSFC owned or occupied facilities.

4.1.1 The contractor shall semi-annually conduct safety compliance inspections of operations considered potentially hazardous. This includes, but is not limited to research and development test facilities, laboratories, industrial facilities and equipment.

4.1.2 The contractor shall verify/sample at least 30 percent of the annual facility inspection findings and associated closure rationale during the last quarter of the calendar year.

4.2 The contractor shall conduct weekly OSHA safety compliance inspections in accordance with 29 CFR 1960 of MSFC construction sites {100% of Construction of Facilities (CoF) construction sites and 50% of other construction sites [e.g., Indefinite Delivery Indefinite Quantity (IDIQ), Blanket Purchase Agreement (BPA), etc.]}. This also includes inspections during normal non-duty hours and weekends when requested.

4.3 The contractor shall support final acceptance inspections of newly constructed or modified facilities.

4.4 The contractor shall annually perform facility fire alarm testing and building evacuation drills on all MSFC facilities with more than 10 occupants.

4.5 The contractor shall perform and evaluate hazard analyses and safety assessments using NASA approved state-of-the-art techniques for MSFC ground-based activities, equipment, and facilities.

4.6 The contractor shall perform safety engineering evaluations to ensure compliance with applicable codes and MSFC safety program requirements for preliminary engineering studies, feasibility studies, facility and equipment drawings and specifications.

4.7 The contractor shall review and evaluate MSFC potentially hazardous operation procedures and plans to assure compliance with applicable safety requirements and monitor the operation, when requested, to ensure safe operation.

4.8 The contractor shall participate in the Operational Readiness Inspections (ORI), Test Readiness Reviews (TRR), and other similar safety reviews to assess and evaluate the safety of potentially hazardous facilities and operations.

4.9 The contractor shall perform quantity distance calculations for explosives siting issues using methods of the NASA Explosives Safety Standard and other applicable standards as directed.

4.10 The contractor shall provide support to evaluate and monitor the storage, handling, and use of explosive, propellant, and pyrotechnic material and devices.

4.11 The contractor shall provide support to the MSFC Pressure Systems Manager in assuring compliance with NASA, ASME, ASTM, and applicable pressure system specifications and requirements for pressure systems containing cryogenic liquids/gases (e.g., Nitrogen, Hydrogen, Oxygen, etc.) and pressure systems containing other type liquids/gases when requested.

4.12 The contractor shall review program critical hardware (PCH) handling and transportation plans and procedures and monitor the transportation of the PCH.

4.13 The contractor shall provide support in developing, utilizing, and maintaining electronic databases (as specified in PWS 7.0), needed to support the MSFC Safety, Health, and Environmental (SHE) program. These include, but are not limited to the following safety tracking systems:

4.13.1 CERTRAK – Certification tracking for personnel performing hazardous operations
4.13.2 SCRS – Safety Concerns Reporting System
4.13.3 SHETrak – Safety, Health and Environmental tracking for facility inspection findings
4.13.4 Safety Search – database providing ability to search SHE related items
4.13.5 Mishap Reporting – database for mishap and incident reports
4.13.6 Safety Bulletins – database listing safety bulletins
4.13.7 Hazard Analysis – database tracking hazard analysis status
4.13.8 Building Managers list – database listing current building managers
4.13.9 ORI/TRR Tracking System – database tracking ORI/TRR status
4.13.10 Certified lifting equipment for PCH – database listing current PCH certified lifting equipment
4.13.11 SSWP – Supervisor Safety Web Page
4.13.12 Contractor Database – database listing current MSFC contractors
4.13.13 RiskSafe – software used to assist in conducting hazard analysis
4.13.14 IHOPS – Inventory of Hazardous Operations
4.13.15 Design Reviews – database tracking design review comments
4.13.16 Any other systems needed to track and analyze industrial safety information.

NOTE: These electronic database tools are to be made available to MSFC S&MA personnel upon request. Training and updates shall be provided upon request.

4.14 The contractor shall provide support in the review of new or revised NASA and MSFC safety related documents.

4.15 The contractor shall provide support at briefings requiring MSFC Safety support (e.g., pre-construction, pre-move, pre-test, etc.) to inform and assure personnel involved in the activity are aware and knowledgeable of the MSFC safety regulations and requirements.

4.16 The contractor shall monitor the implementation of any new and revised NASA, MSFC, OSHA, NFPA or any other applicable document related to safety (e.g., Standard for Lifting Devices and Equipment, Fall Protection, Lockout/Tagout, etc.).

4.17 The contractor shall monitor the testing of safety related and fire protection systems (e.g., fire alarms, sprinkler, carbon dioxide, wet chemical, fire hydrants, standpipes, oxygen deficiency monitor, emergency showers/eyewashes, etc.).

4.18 The contractor shall provide support for mishap investigations including any required follow-up to safety technical issues.

4.19 The contractor shall provide proficiency testing for MSFC lifting equipment operators (e.g., cranes, forklifts, aerial lifts, etc.).

4.20 The contractor shall issue safety permits (e.g., Hot Work Permits, Energized Electrical Equipment Permits, etc.).

4.21 The contractor shall provide support to assist during internal self-assessments, audits or surveys, and assessments, audits or surveys performed by a third party or other outside agency of the MSFC safety program.

4.22 The contractor shall provide support in preparing, presenting, and/or distributing information relating to MSFC safety activities.

4.23 The contractor shall provide administrative and technical secretary support for the MSFC SHE Committee.

4.24 The contractor shall participate in the development and implementation of OSHA compliance training subjects in accordance with 29 CFR 1960, 29 CFR 1910 and 29 CFR 1926 (e.g., Collateral Duty, Supervisor Safety Visits, Building Manager, Lifting Devices, Personnel Protective Equipment (PPE), etc.), and provide this safety training to MSFC employees, when requested.

5.0 RELIABILITY AND MAINTAINABILITY ENGINEERING

5.1 Systems Analysis

5.1.1 The contractor shall prepare, evaluate and assure reliability and maintainability plans for MSFC program and project designs are consistent with MSFC S&MA and project management direction. Support the development and assessment of FMEA/CIL's and their groundrules.

5.1.1.1 The contractor shall prepare, evaluate and assure the elements of 5.1.1 for in-house design and development projects.

5.1.1.2 The contractor shall evaluate and assure the elements of 5.1.1 for out-of-house design and development projects.

5.1.1.3 The contractor shall support the development of FMEA/CIL's in 5.1.1 for in-house design and development projects.

5.1.1.4 The contractor shall support the assessment of FMEA/CIL's in 5.1.1 for out-of-house design and development projects.

5.1.2 The contractor shall evaluate changes, out-of-family conditions, material reviews, and deviations for impact to FMEA's and CIL's.

5.1.3 The contractor shall evaluate project documents related to reliability and maintainability to assure consistency and adequacy with overall project requirements.

5.1.4 The contractor shall evaluate OMRSD's and implementing OMI's to assure that reliability and maintainability requirements are adequately addressed and implemented.

5.1.5 The contractor shall participate in project milestone reviews (PRR's, SRR's, PDR's, CDR's, DCR'S, FRR's, etc.) for the purpose of evaluating the incorporation of reliability and maintainability requirements throughout the life cycle of a project (e.g., design, development, production, testing, and operations).

5.1.6 The contractor shall prepare reliability assessments, using reliability data bases, for each mission, vehicle, and other equipment in support of preflight assessment reviews and flight readiness milestone reviews.

5.1.7 The contractor shall perform design trade studies, evaluate contractor prepared trade studies, and provide reliability and maintainability assessments.

5.1.8 The contractor shall evaluate hardware and software contractor provided reliability and maintainability analyses, to verify the validity of the analyses and assure that the analyses have been performed in accordance with requirements.

5.1.9 The contractor shall perform planned and ad hoc numerical reliability and maintainability analyses using appropriate analytical methods and models without necessarily receiving detailed technical guidance from MSFC. The analytical methods may include, but not be limited to, classical probability density functions, reliability and maintainability models, Monte Carlo simulation models, probabilistic risk analysis, etc.

5.1.10 The contractor shall develop and/or evaluate FMEA's and CIL's for compliance with requirements.

5.1.11 The contractor shall develop and utilize any tools (as specified in PWS 7.0) needed to assure that all applicable reliability and maintainability requirements are identified for MSFC programs and projects. These should include, but not be limited to FMEA/CIL information analysis, reliability trending and assessments, maintainability trending and assessments, and any other systems needed to analyze reliability and maintainability information. The analytical results of these tools should be provided to MSFC S&MA personnel with appropriate recommendations.

5.2 Probabilistic Risk Assessment (PRA)

5.2.1 The contractor shall prepare probabilistic risk assessment plans for MSFC managed programs and projects.

5.2.2 The contractor shall develop and/or provide tools (as specified in PWS 7.0) and techniques to perform probabilistic risk analysis.

5.2.3 The contractor shall perform probabilistic risk analysis, assessments and mitigation for MSFC managed programs and projects. The contractor shall be able to perform PRAs as required on future MSFC programs and projects. Specific tasking will include, but not be limited to reliability engineering tasks related to the Exploration Systems Mission Directorate programs and projects, and NASA Headquarters initiative to develop an overall Shuttle Program Risk Model. This will include data collection related to MSFC elements (Space Shuttle Main Engine, Solid Rocket Booster, Reusable Solid Rocket Motor, and External Tank), risk model selection and risk analysis of these elements, utilization of the selected risk model(s) to be integrated into the overall Shuttle Program Model, simulation of risk scenarios using available software packages, and an overall report on the data, methods/models, and results.

5.3 Hardware/Software Assessments

5.3.1 The contractor shall evaluate in-house and out-of-house contractor methods for identification and control of limited life items. Verify, through assessments, that sufficient remaining life of equipment is available for accomplishing the mission objectives. Verify that life limits of common hardware are consistent.

5.3.2 The contractor shall evaluate engineering and programmatic changes such as ECR's, ECP's, Deviations, Waivers, PCP's and SCN's for reliability and maintainability impact.

5.3.3 The contractor shall evaluate in-house and out-of-house contractor provided FMEA analyses of software design to assure software properly responds to critical failure modes as identified by the FMEA/CIL documents (i.e., fault detection, isolation, switching, etc.).

5.4 ALERT Program Maintenance

5.4.1 The Contractor shall receive ALERT's and shall enter them into the ALERT database.

5.4.2 The Contractor shall also distribute ALERTS to MSFC actionees for review and disposition, track the status of the reviews by project, enter the results of the reviews in the ALERT database, and transmit the results of the reviews to the organizations identified in MWI 1280.5, MSFC Alert Processing.

5.4.3 The Contractor shall ensure that the ALERT data is available real-time to users, shall track the status of Alerts and assure that actionees provide timely closures and shall evaluate ALERTS closure rationale.

5.4.4 The contractor shall generate or assist in the generation of ALERT's (primarily for in-house programs and projects) as warranted.

5.5 Problem Assessment Center (PAC)

The Contractor shall operate the MSFC PAC in strict compliance with the MSFC PAC Operations Plan (see paragraph 5.5.1) and supplementary guidance provided by the COTR. In executing this task, the Contractor shall process incoming problem reports, coordinate the activities of the MSFC Problem Assessment System(PAS) (which provides the process by which MSFC project management and technical organizations review and close problem reports), provide official MSFC problem report data to authorized organizations and personnel, and operate and maintain (i.e., keep data current) the MSFC PRACA database.

5.5.1 Problem Assessment Center Operations Plan

The Contractor shall maintain and implement the Operations Plan for the MSFC PAC in accordance with DRD 1107MA-004, Problem Assessment Center (PAC) Operation Plan. The plan shall describe, in detail, the PAC activities necessary to fulfill the problem reporting requirements (from initiation of project problem reporting through project termination) for any MSFC managed projects for which problem reporting is required. The plan shall also identify the periodic reports the PAC will issue to fulfill customer needs.

5.5.2 Problem Report Processing

The Contractor will receive problem reports (i.e., initial reports, updates, and recommended closures) directly from hardware/software contractors and in-house hardware/software developers via mail, courier, facsimile machine, or direct electronic transfer (i.e., the hardware/software contractor's computer furnishes problem report data directly to the MSFC PRACA database). The Contractor shall review the incoming problem reports for accuracy, clarity, and completeness. The Contractor shall complete the problem report data fields designated for completion by the PAC and the Design Center. For problem reports submitted by hardware/software contractors who do not use the MSFC PRACA problem report format, the Contractor shall prepare an MSFC PRACA problem report form. The Contractor shall screen the incoming problem reports to identify system level problems when requested by the associated project. The Contractor shall maintain a complete record of each problem report submitted to the PAC.

5.5.3 Reviewing Problem Reports

The Contractor shall review the data for all coded fields as well as all text fields provided by the hardware/software contractor or in-house hardware/software developer. This review shall address technical sufficiency as well as editorial acceptability. When a problem report is inaccurate, unclear, or incomplete, the Contractor shall contact the responsible hardware/software contractor or in-house hardware/software developer by the most expeditious means and request correction, clarification, or supplementary information as warranted by the situation. Supplementary information may consist of backup technical data such as Engineering Change Request (ECR) documents, procedures, specifications, drawings, etc. The contractor shall perform trending analysis for each problem report received and provide results and recommendations for potential corrective action (Section 5.5.11).

5.5.4 Problem Report Records

For each incoming problem report, the Contractor shall enter the required problem report data in the MSFC PRACA database unless that data is electronically transmitted directly to the MSFC PRACA database by the hardware/software contractor. The Contractor shall maintain a record of each problem report in the MSFC PRACA database. The Contractor shall also maintain a hardcopy file containing those problem reports and their associated backup information provided by the hardware/software contractor in hardcopy form.

5.5.5 Coordinate the MSFC Problem Assessment System (PAS)

The Contractor shall coordinate the review and disposition of problem reports by the appropriate MSFC project management and technical assignees, record the actions of the assignees, and prepare and route non-concurrence letters when directed by the authorized assignees. The Contractor will coordinate the MSFC review of system level problems and record the results of the review.

5.5.6 MSFC Review and Disposition

Upon receiving either initial problem reports or recommended closures from the hardware/software contractors or in-house hardware/software developers, the Contractor shall expeditiously distribute copies of those problem reports, including backup information, to the appropriate assignees in the MSFC project offices, and the MSFC Safety and Mission Assurance Directorate. The Contractor shall be responsible for maintaining current knowledge of the identities of the assignees for each project for which the PAC processes problem reports. The Contractor shall track the status of the review and disposition of each problem report and, when requested, shall assist assignees in obtaining additional information from hardware/software contractors.

5.5.7 Problem Review Board (PRB) Meetings

When a formal Problem Review Board (PRB) meeting is called, the Contractor shall prepare a proposed list of problem reports for review, schedule the meeting, prepare an agenda, and coordinate it with the hardware/software contractor or in-house hardware/software developer, provide advanced notice to the participants, assure that the necessary support arrangements (i.e., meeting room reserved, telephone conference arranged, etc.) have been made, and provide problem report information packages to the MSFC assignees. In addition, the contractor shall provide an assessment of each problem report including related history, trends, thoroughness of report, and overall adequacy of investigation and recurrence controls. During the meeting, the Contractor shall administer the meeting, record and report status of action items assigned by the PRB, and record the PRB's disposition of the problem reports considered. Following the meeting, the

Contractor shall monitor the status of action items, update the MSFC PRACA database and hardcopy files, and prepare, secure approval for, and distribute the minutes of the meeting.

5.5.8 MSFC Review of System Level Problems

The Contractor shall monitor the Space Shuttle Level II Program Compliance Assurance Status System (PCASS) database to identify newly entered system level problems pertaining to the Orbiter. The Contractor shall provide these reports to the appropriate MSFC assignees and obtain their responses which will be recorded in a dedicated file and provided to the appropriate JSC organization. The contractor shall establish and operate a process for identifying, reviewing, documenting and distributing system level problems and review responses associated with future programs/projects (i.e., Exploration Systems, etc.).

5.5.9 Official MSFC Problem Report Data

The Contractor shall provide official MSFC problem report data and, if requested, basic engineering assessments of the data or answers to questions regarding the data for the following:

a. Project office sponsored flight readiness reviews as well as S&MA Directorate sponsored readiness reviews (e.g., CoFR, preflight assessments (PFA), SMARRs).

b. Daily electronic updates for upper level program problem report databases (e.g., Level II PCASS).

c. Notification to the appropriate organization (e.g., JSC) of newly reported system level problems submitted by MSFC project hardware/software contractors.

d. Requests from NASA MSFC Civil Service organizations.

e. Requests from the Huntsville Operations Support Center (HOSC) during mission support operations.

f. Requests from other organizations upon direction from the COTR.

5.5.10 Support for the Huntsville Operations Support Center (HOSC)

The Contractor will station assessment engineers at the Problem Assessment Center (PAC) during Simulations, Flight Readiness Firings (FRF), Count Down Demonstration Tests (CDDT), and mission launches (beginning with tanking at approximately T-7 hours and continuing regularly or intermittently through completion of payload missions for which there are PAC maintained databases). At the PAC, the assessment engineers will respond to requests from the HOSC for

problem information contained in the MSFC PRACA database. These requests will require extraction of problem data, structured queries of the database to produce information about groups of problems, and assessment and basic engineering analysis by assessment engineers to answer specific questions. The Contractor will notify the appropriate Program/Project S&MA representative if open problems are received which require disposition prior to launch. If necessary, the Contractor will support a PRB meeting as described in 5.5.7.5.5.11

Problem Trending The Contractor shall conduct ongoing statistical analyses and engineering assessments of problem trends. Problem trends may be prepared for any MSFC Project for which problem reporting is performed (i.e., Payloads, Space Shuttle elements, CLV and CLV Elements, etc.) if warranted or requested. Resulting trend data/analysis is presented to the appropriate MSFC S&MA representative. Contractor format is acceptable.

5.6 PRACA (Problem Reporting and Corrective Action)

THE CONTRACTOR SHALL PREPARE PRACA METHODOLOGY DOCUMENTS FOR MSFC MANAGED PROGRAMS AND PROJECTS AND EVALUATE PRACA DOCUMENTS SUBMITTED BY CONTRACTORS. THE CONTRACTOR SHALL ASSURE THAT PRACA REQUIREMENTS ARE CONSISTENT WITH MSFC S&MA AND PROJECT MANAGEMENT DIRECTION.

6.0 QUALITY ASSURANCE

6.1 Systems

6.1.1 The Contractor shall prepare, evaluate and, provide assessments of in-house and contracted quality related contractual documentation (e.g., Hardware and Software Quality Assurance (QA) Plans) including implementation instructions and procedures for MSFC QA policies and directives.

6.1.2 The Contractor shall perform periodic reviews and assessments of in-house and contracted QA instructions for compliance with NASA policy, Marshall Management System (MMS), Safety and Mission Assurance (S&MA) Directorate Organizational Instructions.

6.1.3 The Contractor shall provide Quality Engineering (QE) expertise for the preparation, evaluation, and assessment of in-house and contractual documentation relative to processes (e.g., electrical, electronic, materials, and non-destructive evaluation) encountered during the manufacturing, inspection, and test phases of projects.

6.1.4 The Contractor shall provide expertise to support the continued ISO 9000-2000/AS9100 registration at MSFC including, but not limited to, training of

MSFC employees on ISO 9000-2000/AS9100, implementation plan maintenance, procedure preparation, progress monitoring, and internal audit support. The Contractor shall give advice/consultation on matters pertaining to interpretation of the ISO 9000-2000/AS9100 standard (to individual organizations as well as the MSFC Management Representative and the Implementation/Maintenance team). The Contractor shall support the MMS team. The Contractor shall assist in external and internal Audits/Surveillances and Corrective Action follow-up. The contractor shall participate in and support Document Control Board activity for review, evaluation, and disposition of S&MA controlled documents. This activity includes the review of Organizational Instructions (OI) and related external documents under review by Center Document Control Boards (DCB's).

6.1.5 The contractor shall participate in MSFC program, contractor, supplier, or other Government milestone reviews (e.g., SMARR's, PRR's, SRR's, PDR's, CDR's, DCR's, FRR's, TRR's) to evaluate the incorporation of quality assurance and certification requirements in decisions affecting design, safety, production, testing, and operation.

6.1.6 The contractor shall develop and utilize any tools (as specified in PWS 7.0) needed to assure that all applicable quality assurance requirements are identified for MSFC programs and projects. These should include, but not be limited to quality information analysis (including workmanship standards, specifications, procedures and documentation quality control), quality data trending and assessments, and as built configuration databases.

6.2 Process and Product Assurance

6.2.1 The contractor shall prepare and evaluate workmanship against the technical standard, specifications, procedures, and control documentation for in-house and contracted processes and purchases, utilizing the Procurement Discrepancy Tracking System (PDTS) as appropriate, used throughout all phases of the hardware and software development cycle.

6.2.2 The contractor shall prepare and evaluate in-house inspection criteria for safety critical hardware/software characteristics and other requested characteristics. They shall also evaluate and provide written assessments on other MSFC contractor or Government Agency inspection criteria and the implementation of these inspections.

6.2.3 The contractor shall provide Engineering Change Proposal (ECP) support to S&MA Configuration Control Board (CCB) members. The support provided shall consist of logging, tracking, and distributing ECP's for S&MA review, response integration, and presenting the integrated assessments to CCB's. The Contractor shall also provide support as change package engineers (CPE) as assigned.

6.2.4 The contractor shall provide the expertise to evaluate in-house and contractual waivers and deviations for compliance with stated QA, certification requirements, standards, and policies.

6.2.5 The contractor shall provide QE expertise to ensure the inspectability of in-house designs by performing drawing and procurement documentation review. The contract will recommend the quality requirements for procurements as required.

6.2.6 The contractor shall provide the expertise to perform and evaluate trade studies relative to design, fabrication, inspection, testing, and operations.

6.2.7 The Contractor shall prepare, evaluate, and maintain guidelines, checklists, and plans to be used in support of S&MA participation in audits of MSFC internal organizations, MSFC vendors and suppliers, and other Government Agencies and NASA Engineering and Quality Audits (NEQA). The Contractor shall maintain a status of all S&MA action items resulting from audits to ensure compliance with MSFC S&MA policies and procedures. The Contractor shall provide support to S&MA, auditors, and auditees by assisting in scheduling audits, tracking and follow-up of findings, and preparation and distribution of final reports. The Contractor shall maintain a system for retention of quality records associated with audits.

6.2.8 The Contractor shall evaluate test results versus verification requirements including the disposition of test anomalies and discrepancies for adequacy. The Contractor shall maintain the necessary certification records, files, and hardware certification status to meet project and S&MA needs.

6.2.9 The contractor shall provide Quality Assurance expertise (including but not limited to hardware evaluation) in support of S&MA inspection and MSFC testing activities including initial surveillance to final acceptance as required.

6.2.10 The contractor shall participate in postflight assessment [i.e., SRB (Solid Rocket Booster), RSRM (Reusable Solid Rocket Motor), CLV hardware, etc.], as requested. Prepare assessment reports and presentations. Evaluate observations for determination of items that warrant formal problem reports.

6.3 Problem Analysis

6.3.1 The contractor shall, as required, advise MRB members and recommend corrective action to improve product quality. The contractor shall also participate in the construction of trending charts and analyses on MSFC contractor and in-house efforts, and shall provide recommendations to S&MA engineers and managers on adverse MSFC contractor and in-house trends.

6.3.2 The contractor shall participate in problem and failure investigations to determine root cause and recommend corrective action.

6.3.3 The contractor shall administer the MSFC Corrective/Preventive Action System. It shall be operated in compliance with MWI 1280.3, Corrective/Preventive Action Notification System; MPR 1280.4, MSFC Corrective Action System; and attendant MSFC work instructions. The contractor shall screen incoming potential recurrence control action requests (RCAR's); record and track problem and preventive action status; coordinate MSFC review and disposition of RCAR's; provide official MSFC report data to authorized organizations and personnel; perform trending on related potential and screened RCAR's by failure mode and cause; and operate and maintain the MSFC CAS database. The contractor will provide support for maintaining associated Safety and Mission Assurance (S&MA) organizational instructions current with MSFC procedures and requirements.

6.4 Personnel Certification Administration

he contractor shall support the administration of the MSFC Personnel Certification Program in compliance with MWI 3410.1, Personnel Certification Program. The contractor shall maintain a database system to record personnel certifications for MSFC and on-site contractor personnel. As required, the contractor shall screen certification packages for compliance with procedures and coordinate the review of the packages with the applicable MSFC Certifying Officer.

6.5 Software Assurance (SA)

Support the establishment, implementation, and maintenance of applicable, NASA, Government approved Industry Standards, or DoD, SA requirements, and implementing these requirements on MSFC managed in-house and contracted software development programs. Support shall include, when applicable, the following. Preparing, evaluating, and providing assessments of MSFC managed in-house and contracted program/project SA Plans and software engineering change documentation (e.g. ECRs, ECPs, SPRs, TDRs). Evaluating and providing assessments of program/project software products (e.g. Software Development Plans, Software Requirements Specifications, Software Test Plans) and of applicable NASA/MSFC policies and guidelines (NPDs, NPGs, MPDs, MPGs, etc.). Participating in and providing assessment during program/project milestone reviews (e.g. PDR, CDR, TRR). Supporting audit planning and tracking of findings associated with the S&MA evaluation of MSFC managed software development process though SA internal audits (e.g. Software Development Folder Audits, Software Configuration Management Audits, Software Requirements Traceability Audits, Peer Review Audits). Performing software quality assurance test activities during the appropriate software development life cycle phase. The contractor shall prepare and participate in SA related training. The contractor shall support in the collection of SA metrics. The contractor shall prepare, evaluate, and provide assessment associated with the NASA Initiative for Software Assurance and with S&MA/SA documentation for

the implementation of the Space Exploration Initiative (SEI) Capability Maturity Model Integration (CMMI) (e.g. SA OIs).

7.0 S&MA MANAGEMENT INFORMATION

7.1 The contractor shall provide support for the management of all S&MA Management Information tools, including databases, applications, processes, hardware and software throughout the lifecycle, including planning, acquisition, development, documentation, operation and disposal (See Attachment J-4). The Contractor shall also manage resulting S&MA data and provide a virtual focal point for the presentation of refined, integrated S&MA data and administer the S&MA delegated agency data, including annual forecasts, midyear updates, and monthly data reduction. (This support shall not conflict with the responsibilities of the Center IT Services contractor.)

7.2 The contractor shall support the preparation and/or maintenance of S&MA management information documents including Organizational Issuances (OIs).

7.3 The contractor shall using accepted and proven methodologies, assess S&MA's information needs for the present and future. Investigate alternatives for identified S&MA needs. Evaluate and recommend S&MA requirements for new system enhancements or capabilities. Present S&MA management with precise descriptions and recommendations on system alternatives and improvements.

7.4 The contractor shall perform structured system design activities for in-house development work and for work performed by outside contractors, and make management recommendations to S&MA. MSFC S&MA will provide overview and retain final decision-making authority over all design and development activities. Assure conformance of all S&MA Management Information system development activities to governing policies and best practices.

7.5 The contractor shall ensure that all system requirements are met. If not provided by S&MA, the contractor shall generate complete documentation for each system. This documentation shall include, but not be limited to, requirements definition, design definition, code documentation, users guides for operations personnel as well as end users, implementation plans and operations plans. Assure that all internal reviews and on-site coordination activities are completed. Provide user support functions for S&MA Management Information including training and real-time help for supported programs and processes.

7.6 The contractor shall provide computer security risk assessments of all S&MA databases and data applications in accordance with MPR 2810.1, “Security of Information Technology”. The contractor shall prepare an Information Technology Security Plan that documents how the contractor and subcontractor personnel will utilize, in a secure manner commensurate with sensitivity of the

information involved, those Federal computer systems and software applications managed by others. The contractor shall prepare a system-level Information Technology System Security Plan for each Federal general support computer system and major software application managed by contractor and subcontractor personnel in the performance of the contract. The security plan(s) shall be based on an assessment of risks and document the safeguards necessary to ensure sufficient electronic information availability, integrity, and confidentiality as required by NPR 2810.1. The contractor shall prepare the Information Technology Security Plan(s) in accordance with DRD 1107CD-001. The contractor shall provide, review and revise information technology security plans per requirements. Coordinate information technology security-related initiatives for contract personnel.

8.0 PROJECT ASSURANCE SERVICES

Project Assurance Services shall be provided to all S&MA supported programs/projects.

8.1 S&MA Project Team Participation

8.1.1 The contractor shall coordinate the contractor S&MA activities with the S&MA project team leads to assure the proper execution of the S&MA project requirements.

8.1.2 The contractor shall serve as expert advisor on SRM&QA topics for project team meetings, technical interchange meetings, problem investigation and resolution efforts, and other routine project meetings.

8.1.3 The contractor shall participate in milestone reviews, data reviews, and safety reviews.

8.1.4 The contractor shall provide assessments of flight readiness in support of the S&MA input to the SMARR's and the Certificate of Flight Readiness for the MSFC Shuttle elements, CEV and CLV Elements, MSFC Payloads, Flight Projects and future programs/projects, upon request. This includes, but is not limited to, technical issues resolution and status of S&MA flight critical documentation (COQ's, FMEA/CIL, Hazards, etc.)

8.1.5 The contractor shall track action items and issues resulting from above team meetings, milestone reviews and flight readiness activities, and recommend disposition to S&MA project team leader.

8.2 S&MA Readiness Review Center

The contractor shall operate the MSFC S&MA Readiness Review Center for each S&MA Readiness Review (SMARR), SMARR Tag-up and L-2 SMARR Tag-up

including dry runs for ET/SRB Mate Reviews, Orbiter Rollout Reviews and reviews established for future programs. This task includes scheduling, data collection, preparation and distribution of MSFC S&MA presentation materials, and data exchange with JSC, KSC, and NASA HQ. In addition, serves as a member of the NASA SMARR Data Coordinators Working Group.

8.3 NASA Engineering and Safety Center (NESC) and Technical Authority (Formally Independent Technical Authority) Support

The Contractor shall provide as required the necessary administrative and technical support to S&MA to assure disciplined performance of work and timely application of the resources necessary for completion of all assigned NESC and Technical Authority tasks. NESC and Technical Authority tasks will include, but are not limited to the following:

a. Developing and maintaining the MSFC S&MA NESC Significant Problem Reports.

b. Supporting NESC trending activities.

c. Supporting the NESC and Technical Authority telecoms and meetings (including preparing supporting materials).

d. Providing technical support to NESC assessments and Technical Authority activities.

9.0 INDEPENDENT ASSURANCE TASKS

The contractor shall use senior staff and Technical Experts to perform independent assurance tasks in support of Independent Assurance (IA). Assessments will be requested by the MSFC S&MA Organization. IA tasks will include, but are not limited to the following:

a. Track Project/Program operations and make recommendations of potential IA topics to S&MA.

b. Develop and maintain IA assessment work plans.

c. Perform assessments in accordance with approved assessment plans. Coordinate with appropriate IA team members, other organizations conducting related assessments, and program/project offices while researching issues. Report significant issues or concerns developed by the assessment immediately to the MSFC IA Manager.

d. Develop report of analysis, observations, findings and recommendations. This will include incorporation of any Program/Project responses to the IA observations. Present this report to the MSFC IA Manager for approval.

e. Brief observations, findings and recommendations to MSFC IA Manager, appropriate S&MA Managers and appropriate Program/Project personnel.

f. Coordinate and perform follow-up on closure of report observations and any assigned actions as required.

g. Participate in MSFC led and Headquarters led Programmatic Audits and Reviews, and S&MA Readiness Reviews.

Performance of all tasking will be in accordance with OI QD-PA-006, MSFC S&MA IA Implementation Plan.

10.0 RISK MANAGEMENT

10.1 The Contractor shall provide expertise to support the preparation, evaluation, and assessment of in-house and contractual program and project risk management plans. The contractor shall develop tools (as specified in PWS 7.0) and techniques, as necessary, to facilitate the identification/tracking/mitigation of risks and issues that may potentially negatively impact a project or program.

10.2 The Contractor shall provide recommendations and advice to S&MA engineers and managers relative to risk mitigation actions to minimize or eliminate risks.

10.3 The Contractor's risk management experts shall complete the NASA HQ supplied training and become certified as Continuous Risk Management Course instructors. Once certified, the instructors shall present Continuous Risk Management courses and workshops to MSFC employees (planned a minimum six times a year**).**

11.0 DOCUMENTATION AND REPORT SUPPORT

11.1 The contractor shall provide support in the development of plans, procedures, briefing material and other documents required in the accomplishment of MSFC S&MA activities in accordance with DRD 1107MA-003, MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents.

11.2 The contractor shall provide support to the S&MA Directorate with evaluations and assessments of documentation to accomplish its mission in support of MSFC Programs and Projects. These reports shall be in accordance with DRD 1107MA-002, Evaluation and Assessment Reports.

11.3 The contractor shall provide Employee Reporting List and Contractor Employee Clearance Document in accordance with DRD 1107MA-007.

SECTION J

ATTACHMENT J-1

PERFORMANCE WORK STATEMENT

MSFC SAFETY & MISSION ASSURANCE SERVICES

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ATTACHMENT J-1

PERFORMANCE WORK STATEMENT

1.0 SCOPE

MSFC S&MA is strongly committed to Safety, Teamwork, Integrity and Mission Success. This allows for the establishment of a highly skilled, diverse, and motivated workforce committed to safety. Working in a creative and productive environment in support of cutting-edge systems and technology development, the Center employs unique and innovative management techniques to improve safety of the public, the astronauts and pilots, the NASA workforce and high-value equipment and property. The Safety and Mission Assurance Directorate is committed as a part of MSFC, to preventing human injury and ensuring the safety of all operations and products leading to mission success. The S&MA Service Contractor shall fully support these endeavors and demonstrate the same commitment to safety and mission success.

The Contractor shall provide the necessary management, personnel, equipment, and supplies (not otherwise provided by the Government) required to provide services associated with the planning, implementation, and assessment of System Safety Engineering, Industrial Safety, Reliability and Maintainability Engineering, S&MA Management Information, Quality Assurance/Engineering, Project Assurance, Risk Management, Independent Assessment, Documentation and Report Support elements for the Marshall Space Flight Center Safety and Mission Assurance Directorate. The services tasks associated with each of these elements are elaborated in this Performance Work Statement (PWS).

The Contractor shall perform surveillance of assigned MSFC in-house and contracted design, development, manufacturing, and testing activities, for both hardware and software, to assess compliance with NASA MSFC Safety, Reliability, Maintainability, and Quality Assurance (SRM&QA) policies, requirements, and controls. The Contractor shall assure that management assessment information is provided in a timely manner to the MSFC S&MA Directorate to support the decision-making process regarding open problems, hazards, and risks pertaining to accomplishing MSFC's mission. This will include operation and maintenance of the S&MA Management Information Processes. The tasks described in this Performance Work Statement shall be performed principally in the MSFC locale; however, occasional travel to contractor facilities, NASA Headquarters, and other NASA installations may be required. Also, a few positions may be located at production/launch facilities in MSFC Resident Management Offices.

This Performance Work Statement as set forth is unclassified: however, some Contractor personnel may require access to classified documents; therefore, the Contractor must possess or be able to acquire a Facility Security Clearance. Security clearance, for those persons required to have such, will be obtained in accordance with the MSFC Security Procedural Requirements, MPR 1600.1 and the Industrial Security Manual for Safeguarding Classified Information, DOD Manual 5220.22. Contractor personnel working at MSFC must comply with pertinent MSFC security regulations and the requirements of Homeland Security Presidential Directive (HSPD) No. 12.

2.0 MANAGEMENT

The Contractor shall provide administrative and technical program management for effective direction and control of this contract. The Contractor's plan and approach for providing such management shall be documented in a Management Plan which will be prepared in accordance with DRD 1107MA-001. The Contractor shall provide and use management information systems which provide a means for monitoring and measuring performance and which encompass planning, scheduling, progress reporting, and completion of tasks or projects. This shall include an automated task management system for life cycle management of task orders. The contractor shall provide an Organizational Conflict of Interest (OCI) Plan in accordance with DRD 1107MA-006. Monthly Financial Management Reports shall be provided in accordance with DRD 1107MA-008. Bi-weekly notes shall be submitted in accordance with DRD 1107MA-009. A Badged Employee and Remote IT User shall be submitted in accordance with DRD 1107MA-010. The contractor shall provide Management Status Review (MSR) Input in accordance with DRD 1107MA-005. The contractor shall provide a Make or Buy Plan in accordance with DRD 1107MA-011. The contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document. The contractor shall provide a Position Risk Designation for Non-NASA Employee(s) in accordance with DRD 1107MA-012.

2.1 Project Management

The Contractor shall provide planning, coordination, and surveillance of overall activities to assure disciplined performance of work and timely application of the resources necessary for completion of all tasks described in this Performance Work Statement.

The contractor shall perform the activities associated with this PWS in accordance with the Marshall Management System (MMS) requirements and the Safety and Mission Assurance (S&MA) Directorate’s Organizational Instructions.

2.2 Property Management

The Contractor shall comply with:

MWI 4520.1	Receiving
MWI 4220.1	Space Utilization, Communications Furniture, Relocation, and Special Event Services
MWI 4200.1	Equipment Control
MWI 4300.1	Disposal Turn-Ins/Reutilization Screening
MWI 4500.1	Program Stock, Storage, and Retail Store Operations
MWI 4520.2	Use of the Procurement Discrepancy Tracking System (PDTS)
MPR 4000.2	Property Management
FAR Part 45	Government Property
NFS Part 1845	Government Property

The Contractor shall implement an inventory control system for all controlled property and equipment. The Contractor shall prepare and maintain a report identifying and listing all equipment, tools, etc., provided by the Government for use by the contractor in the performance of contracted effort, and for which the contractor has been given physical custody. The Government Property Management Plan report shall be prepared and maintained in accordance with DRD 1107LS-001.

2.3 Occupational Safety and Health

The contractor shall establish and implement a safety, health, and environmental program that incorporates the following elements as applicable to the work performed under this contract documented in the Safety, Health, and Environmental (SHE) Plan required by DRD 1107SA-002.

a. Management leadership and employee involvement.

b. System and worksite analysis.

c. Hazard prevention and control.

d. Safety and health training.

e. Environmental compliance.

Mishaps shall be reported to the MSFC S&MA Directorate in accordance with DRD 1107SA-003, Mishaps and Safety Statistics Reports.

2.4 Working Group Support, Information Exchange, and Support for Implementation of New or Revised Requirements

The Contractor shall provide the following support for each of the nine elements stated in Paragraph 1.0:

a. Participate in working groups and communicate effectively in the local MSFC area (either at a workstation or remotely).

b. Information sharing or exchange with NASA Headquarters, other NASA Centers, and MSFC element contractors.

c. Review of and preparation of comments for drafts of new requirements documents or proposed revisions to existing requirements documents.

d. Participation in MSFC S&MA efforts to have MSFC Project Offices and their associated contractors implement new or revised requirements.

2.5 Personnel Training and Certification

The Contractor shall determine which positions on this contract require training as specified in MPR 3410.1, "Training", and certification as specified in MWI 3410.1, "Personnel Certification Program" and NPR 8715.3, "NASA Safety Manual" and applicable codes for welding, inspection, and Nondestructive Evaluation (NDE) of structural and pressure pipe welding. The contractor shall prepare, implement and maintain a Personnel Training and Certification Plan for each training and certification requirement identified in accordance with DRD 1107SA-001.

2.6 Developing and Maintaining Expertise in Safety and Mission Assurance Disciplines

The Contractor shall implement and maintain a program for developing and maintaining the expertise of its employees in safety and mission assurance disciplines including, but not limited to, industrial safety, systems safety, reliability, maintainability, quality assurance, and risk management. When practical, the Contractor shall partner with MSFC Civil Service employees by participating in S&MA Civil Service sponsored professional development activities such as periodic discipline expertise meetings and providing support to S&MA Civil Service discipline experts in the planning and implementation of their training and mentoring roles. The Contractor shall also develop, implement, schedule, and conduct specialized professional development training (in compliance with MPR 3410.1) when directed by S&MA and at their own discretion.

2.7 Automated Electronic Task Order Management

The Contractor shall establish, implement, and maintain an automated electronic task management system required to plan, organize, direct, and control contract activities. To this end, the Contractor shall provide the Government with access to the automated task management system, in accordance with the procedures in Clause H.3 and H.4, and the process depicted in Attachment J-10, in a manner that is consistent and compatible with Center information technology standards and be 508 compliant, pursuant to The Rehabilitation Act Amendment of 1973, as amended in 1998, Section 508, 29 U.S.C. 794(d) (http://www.section508.gov/). The automated task management system shall be an interactive system to be used by the government and the contractor. The automated task management system may be hosted on the contractor's server. The automated system shall allow for the electronic routing and approval of TOs and sub-elements. In addition, the Contractor's automated task management system shall track the status of TOs and sub-elements, as applicable, from planning to completion and record projected and actual resources data for each. This data shall be reported by those unique project numbers (UPN) that fund each TO and sub-elements. This data shall be presented in Management Status Review (MSR) Input that status each TO and sub-element on a monthly basis in accordance with DRD 1107MA-005. The Contractor shall provide Bi-Weekly Notes in accordance with DRD 1107MA-009. Overall reporting shall be compatible with the Contractor's organizational structure and the established PWS.

The Contractor's automated electronic task management system shall be an integrated system that allows insight and management of the day-to-day requirements at the Task Order Request (TOR), Task Order (TO) and sub-element levels. The Contractor's automated electronic task management system shall have the capability of tracking actual cost back to the contractor's Financial Management Reporting (533 Reports) at all levels down to the TO sub-element and project funding level.

The Contractor's automated electronic task management system shall provide a numbering system that provides traceability of tasks through their lifetime, electronic notification to the CO, COTR, TO initiator, Contract Task Order Performance Monitor (CTO PM), and Contractor of the task's status, approval tracking, revision tracking, traceability to PWS level 4, delineation of inactive and active tasks, period of performance for the task, and negotiated estimated cost. The system shall be capable of allowing the CTO PM, COTR and CO the ability to approve each TO prior to beginning the task, and approve the services provided by the TO prior to being closed in the system.

TORs defining specific assignments within the broad scope of the PWS will be prepared by TO Initiators, as services are needed. Specific information to be contained in the automated electronic task management system for the TORs shall include the following: an TOR number allowing traceability to a minimum of PWS Level 4, TO Initiator, task order description or objectives, travel requirements (if any), materials (if any), deliverables and milestone dates, benefiting program(s), and special instructions.

The Contractor will respond to the TOR with a Task Order Plan (TOP). Once approved the TOP will become a Task Order (TO). Information to be contained in the automated electronic task management system for the TOs shall include the following: contract identity, TO number which corresponds with the TOR number previously assigned, TO initiator, Contractor TO lead, TO description or objectives, technical approach for performing the task which includes required input data, guidelines, and assumptions, skills required, special tools required, identification of subcontractor(s) (if any) performing or contributing, resource plan for workforce and cost, schedule showing milestones, and deliverables, special considerations to include recruiting issues, safety concerns, etc., that may affect performance, and risk associated with TO performance as related to cost, technical, and schedule. Management Status Review (MSR) Input that status each TO and sub-element on a monthly basis in accordance with DRD 1107MA-005 shall be a standard output of the electronic task management system.

A sub-element is a lower level definition of work within a TO. Each sub-element will have a brief description of the scope and a cost estimate associated with it. Tracking of funding, cost, and Work Year Equivalents (WYE's) shall be provided at the sub-element level. At the sub-element level, the automated electronic task management system shall provide visibility to funding provided by the customer and track the cost associated with the funding.

The automated electronic task management system shall be capable of providing a Cost Summary Report, in spreadsheet format, that contains, for each organization (Directorate/ Department/Lab or Office), the following information for each evaluation period: TO number, TO title, negotiated cost, estimated cost without fee, and fee bearing negotiated cost. Additionally, the Cost Summary Report shall roll up each PWS Level 4 element information into an overall contract performance summary containing the following information for each evaluation period: organization, task title, summation of TOs for each PWS element Level 4, negotiated cost, and estimated cost. The Task Order Management system shall be

capable of collecting and presenting in an organized format (to include but not limited to MS Word and PowerPoint), the performance data from all contract monitors for COTR/Alternate COTR review and use/edit at or near the end of each rating period in a secure mode (Government only access). This information will support recommendations to the Performance Evaluation Board (PEB) for either Award Fee or Award Term periods earned during the evaluated performance period.

3.0 SYSTEMS SAFETY ENGINEERING PROGRAMS

3.1 The contractor shall develop and utilize any S&MA specific tools (as specified in PWS 7.0) needed to assure that all applicable system safety requirements (e.g., Agency, Center, Program/Project, etc.) are identified for MSFC programs and projects. These should include, but not be limited to fault tree analysis, logic trees, risk definition and mitigation analyses, hazard analysis and trending/data search.

3.2 The contractor shall assess program or project documentation (e.g., Contractor PWS, Data Requirements Documents, System Requirements Document, Contract End Item (CEI), Requirements Verification Compliance (RVC), procedures) to assure that all applicable safety requirements are addressed.

3.3 The contractor shall perform and assess trade studies relative to design, development, operation, or mission events to assure compliance with safety requirements and to assure safety risks are adequately identified, characterized, and mitigated.

3.3.1 The contractor shall perform and/or assess the elements of 3.3 for in-house design and development projects.

3.3.2 The contractor shall assess the elements of 3.3 for out-of-house design and development projects.

3.4 The contractor shall prepare and/or assess Safety Plans to assure compliance with applicable Agency, Center and Program safety requirements. Assess Project Plans to assure that safety is properly considered.

3.4.1 The contractor shall perform and/or assess the elements of 3.4 for in-house design and development projects.

3.4.2 The contractor shall assess the elements of 3.4 for out-of-house design and development projects.

3.5 The Contactor shall perform and/or assess hazard analyses to assure that: (a) all hazards are identified and the associated risks properly characterized; (b) hazard controls satisfy applicable safety requirements and adequately mitigate safety risks; (c) safety verification requirements are clearly identified and adequate,

including the clear definition of verification pass/fail criteria; and (d) the safety verification status is properly maintained in a closed loop accounting system.

3.5.1 The contractor shall perform and/or assess the elements of 3.5 for in-house design and development projects.

3.5.2 The contractor shall assess the elements of 3.5 for out-of-house design and development projects.

3.6 The contractor shall assess and support development of program or project verification plans and verification requirements (e.g., Verification Plans, Requirements Verification Compliance (RVC) documents) to assure safety verification requirements are properly included.

3.6.1 The contractor shall assess test and operating procedures to assure compliance with safety controls and safety verification requirements.

3.6.2 The contractor shall assess or generate safety verification compliance data to assure it clearly demonstrates compliance with the safety verification requirements and parent safety requirement.

3.7 The contractor shall participate in (including making presentations as required) milestone reviews, safety reviews and readiness reviews to assure compliance with applicable safety requirements. This includes evaluation of documentation and data for technical interchange meetings, design milestone reviews [e.g., Preliminary Requirements Review (PRR), Preliminary Design Review (PDR), Critical Design Review (CDR), Design Certification Review (DCR)], safety reviews, and readiness reviews [e.g., Pre-Ship Review, Flight Readiness Review (FRR), Preflight Assessment (PFA), Safety and Mission Assurance Readiness Review (SMARR)] to assure compliance with applicable safety requirements and consideration of safety risks.

3.8 The contractor shall assess proposed changes, deviations, and waivers to project documentation to assure compliance with safety requirements. This includes evaluation of the impacts to safety analyses and the effects on program or project risk.

3.9 The contractor shall provide systems safety expertise for program and project Boards such as Configuration Control Boards, Problem Review Boards, Discipline Control Boards, Program Control Boards, Material Review Boards, etc.

3.10 The contractor shall identify any adverse safety trends and promptly notify MSFC S&MA.

3.11 The contractor shall provide real-time safety assessments during launch countdowns and missions.

3.12 The contractor shall perform safety assessments of any issues which involve one or more of the following:

a. Operation or performance outside the expected performance range of parameters or which has not previously been experienced.
b. Discrepancies or nonconformances which affect:
   Configuration
   Certification
   Mission success
   Safety critical functions
   Weight in excess of two pounds (equivalent performances to orbit)
c. Adverse problem trends
d. Discrepancies or nonconformances which the operator determines requires design element analysis or assistance for resolution.
e. Unexplained anomalies or events.
f. Limit hardware life.
g. Restrict hardware or software use.
h. Affect hazard control.
i. Affect flight or ground operation procedures that are controlled by the Government.
j. Change software or hardware configurations that are controlled by the Government.
k. Allow use of hardware that does not meet performance specifications, exceeds certification limits, or surpasses time, age, cycle life limits (waivers/exceptions).
l. Affect critical hardware manufacture or repair processes.

3.13 The contractor shall provide support to the Marshall Safety Engineering Review Panel (MSERP) and to other panels [i.e., CLV (Crew Launch Vehicle) Safety Review Panel (CLVSRP, etc.)]. Support shall include but not be limited to documentation distribution and review, board establishment and communication, executive secretary function, meeting action item tracking, records retention, and independent “Checklist Reviews” of Safety Compliance Data Packages.

3.14 The contractor shall develop and maintain metrics regarding the safety performance of MSFC programs and projects.

3.15 The contractor shall participate in periodic, recurring technical issues meetings to discuss and resolve safety issues.

4.0 INDUSTRIAL SAFETY PROGRAM

4.1 The contractor shall annually conduct OSHA safety compliance inspections in accordance with 29 CFR 1960 of all local MSFC owned or occupied facilities.

4.1.1 The contractor shall semi-annually conduct safety compliance inspections of operations considered potentially hazardous. This includes, but is not limited to research and development test facilities, laboratories, industrial facilities and equipment.

4.1.2 The contractor shall verify/sample at least 30 percent of the annual facility inspection findings and associated closure rationale during the last quarter of the calendar year.

4.2 The contractor shall conduct weekly OSHA safety compliance inspections in accordance with 29 CFR 1960 of MSFC construction sites {100% of Construction of Facilities (CoF) construction sites and 50% of other construction sites [e.g., Indefinite Delivery Indefinite Quantity (IDIQ), Blanket Purchase Agreement (BPA), etc.]}. This also includes inspections during normal non-duty hours and weekends when requested.

4.3 The contractor shall support final acceptance inspections of newly constructed or modified facilities.

4.4 The contractor shall annually perform facility fire alarm testing and building evacuation drills on all MSFC facilities with more than 10 occupants.

4.5 The contractor shall perform and evaluate hazard analyses and safety assessments using NASA approved state-of-the-art techniques for MSFC ground-based activities, equipment, and facilities.

4.6 The contractor shall perform safety engineering evaluations to ensure compliance with applicable codes and MSFC safety program requirements for preliminary engineering studies, feasibility studies, facility and equipment drawings and specifications.

4.7 The contractor shall review and evaluate MSFC potentially hazardous operation procedures and plans to assure compliance with applicable safety requirements and monitor the operation, when requested, to ensure safe operation.

4.8 The contractor shall participate in the Operational Readiness Inspections (ORI), Test Readiness Reviews (TRR), and other similar safety reviews to assess and evaluate the safety of potentially hazardous facilities and operations.

4.9 The contractor shall perform quantity distance calculations for explosives siting issues using methods of the NASA Explosives Safety Standard and other applicable standards as directed.

4.10 The contractor shall provide support to evaluate and monitor the storage, handling, and use of explosive, propellant, and pyrotechnic material and devices.

4.11 The contractor shall provide support to the MSFC Pressure Systems Manager in assuring compliance with NASA, ASME, ASTM, and applicable pressure system specifications and requirements for pressure systems containing cryogenic liquids/gases (e.g., Nitrogen, Hydrogen, Oxygen, etc.) and pressure systems containing other type liquids/gases when requested.

4.12 The contractor shall review program critical hardware (PCH) handling and transportation plans and procedures and monitor the transportation of the PCH.

4.13 The contractor shall provide support in developing, utilizing, and maintaining electronic databases (as specified in PWS 7.0), needed to support the MSFC Safety, Health, and Environmental (SHE) program. These include, but are not limited to the following safety tracking systems:

4.13.1 CERTRAK – Certification tracking for personnel performing hazardous operations
4.13.2 SCRS – Safety Concerns Reporting System
4.13.3 SHETrak – Safety, Health and Environmental tracking for facility inspection findings
4.13.4 Safety Search – database providing ability to search SHE related items
4.13.5 Mishap Reporting – database for mishap and incident reports
4.13.6 Safety Bulletins – database listing safety bulletins
4.13.7 Hazard Analysis – database tracking hazard analysis status
4.13.8 Building Managers list – database listing current building managers
4.13.9 ORI/TRR Tracking System – database tracking ORI/TRR status
4.13.10 Certified lifting equipment for PCH – database listing current PCH certified lifting equipment
4.13.11 SSWP – Supervisor Safety Web Page
4.13.12 Contractor Database – database listing current MSFC contractors
4.13.13 RiskSafe – software used to assist in conducting hazard analysis
4.13.14 IHOPS – Inventory of Hazardous Operations
4.13.15 Design Reviews – database tracking design review comments
4.13.16 Any other systems needed to track and analyze industrial safety information.

NOTE: These electronic database tools are to be made available to MSFC S&MA personnel upon request. Training and updates shall be provided upon request.

4.14 The contractor shall provide support in the review of new or revised NASA and MSFC safety related documents.

4.15 The contractor shall provide support at briefings requiring MSFC Safety support (e.g., pre-construction, pre-move, pre-test, etc.) to inform and assure personnel involved in the activity are aware and knowledgeable of the MSFC safety regulations and requirements.

4.16 The contractor shall monitor the implementation of any new and revised NASA, MSFC, OSHA, NFPA or any other applicable document related to safety (e.g., Standard for Lifting Devices and Equipment, Fall Protection, Lockout/Tagout, etc.).

4.17 The contractor shall monitor the testing of safety related and fire protection systems (e.g., fire alarms, sprinkler, carbon dioxide, wet chemical, fire hydrants, standpipes, oxygen deficiency monitor, emergency showers/eyewashes, etc.).

4.18 The contractor shall provide support for mishap investigations including any required follow-up to safety technical issues.

4.19 The contractor shall provide proficiency testing for MSFC lifting equipment operators (e.g., cranes, forklifts, aerial lifts, etc.).

4.20 The contractor shall issue safety permits (e.g., Hot Work Permits, Energized Electrical Equipment Permits, etc.).

4.21 The contractor shall provide support to assist during internal self-assessments, audits or surveys, and assessments, audits or surveys performed by a third party or other outside agency of the MSFC safety program.

4.22 The contractor shall provide support in preparing, presenting, and/or distributing information relating to MSFC safety activities.

4.23 The contractor shall provide administrative and technical secretary support for the MSFC SHE Committee.

4.24 The contractor shall participate in the development and implementation of OSHA compliance training subjects in accordance with 29 CFR 1960, 29 CFR 1910 and 29 CFR 1926 (e.g., Collateral Duty, Supervisor Safety Visits, Building Manager, Lifting Devices, Personnel Protective Equipment (PPE), etc.), and provide this safety training to MSFC employees, when requested.

5.0 RELIABILITY AND MAINTAINABILITY ENGINEERING

5.1 Systems Analysis

5.1.1 The contractor shall prepare, evaluate and assure reliability and maintainability plans for MSFC program and project designs are consistent with MSFC S&MA and project management direction. Support the development and assessment of FMEA/CIL's and their groundrules.

5.1.1.1 The contractor shall prepare, evaluate and assure the elements of 5.1.1 for in-house design and development projects.

5.1.1.2 The contractor shall evaluate and assure the elements of 5.1.1 for out-of-house design and development projects.

5.1.1.3 The contractor shall support the development of FMEA/CIL's in 5.1.1 for in-house design and development projects.

5.1.1.4 The contractor shall support the assessment of FMEA/CIL's in 5.1.1 for out-of-house design and development projects.

5.1.2 The contractor shall evaluate changes, out-of-family conditions, material reviews, and deviations for impact to FMEA's and CIL's.

5.1.3 The contractor shall evaluate project documents related to reliability and maintainability to assure consistency and adequacy with overall project requirements.

5.1.4 The contractor shall evaluate OMRSD's and implementing OMI's to assure that reliability and maintainability requirements are adequately addressed and implemented.

5.1.5 The contractor shall participate in project milestone reviews (PRR's, SRR's, PDR's, CDR's, DCR'S, FRR's, etc.) for the purpose of evaluating the incorporation of reliability and maintainability requirements throughout the life cycle of a project (e.g., design, development, production, testing, and operations).

5.1.6 The contractor shall prepare reliability assessments, using reliability data bases, for each mission, vehicle, and other equipment in support of preflight assessment reviews and flight readiness milestone reviews.

5.1.7 The contractor shall perform design trade studies, evaluate contractor prepared trade studies, and provide reliability and maintainability assessments.

5.1.8 The contractor shall evaluate hardware and software contractor provided reliability and maintainability analyses, to verify the validity of the analyses and assure that the analyses have been performed in accordance with requirements.

5.1.9 The contractor shall perform planned and ad hoc numerical reliability and maintainability analyses using appropriate analytical methods and models without necessarily receiving detailed technical guidance from MSFC. The analytical methods may include, but not be limited to, classical probability density functions, reliability and maintainability models, Monte Carlo simulation models, probabilistic risk analysis, etc.

5.1.10 The contractor shall develop and/or evaluate FMEA's and CIL's for compliance with requirements.

5.1.11 The contractor shall develop and utilize any tools (as specified in PWS 7.0) needed to assure that all applicable reliability and maintainability requirements are identified for MSFC programs and projects. These should include, but not be limited to FMEA/CIL information analysis, reliability trending and assessments, maintainability trending and assessments, and any other systems needed to analyze reliability and maintainability information. The analytical results of these tools should be provided to MSFC S&MA personnel with appropriate recommendations.

5.2 Probabilistic Risk Assessment (PRA)

5.2.1 The contractor shall prepare probabilistic risk assessment plans for MSFC managed programs and projects.

5.2.2 The contractor shall develop and/or provide tools (as specified in PWS 7.0) and techniques to perform probabilistic risk analysis.

5.2.3 The contractor shall perform probabilistic risk analysis, assessments and mitigation for MSFC managed programs and projects. The contractor shall be able to perform PRAs as required on future MSFC programs and projects. Specific tasking will include, but not be limited to reliability engineering tasks related to the Exploration Systems Mission Directorate programs and projects, and NASA Headquarters initiative to develop an overall Shuttle Program Risk Model. This will include data collection related to MSFC elements (Space Shuttle Main Engine, Solid Rocket Booster, Reusable Solid Rocket Motor, and External Tank), risk model selection and risk analysis of these elements, utilization of the selected risk model(s) to be integrated into the overall Shuttle Program Model, simulation of risk scenarios using available software packages, and an overall report on the data, methods/models, and results.

5.3 Hardware/Software Assessments

5.3.1 The contractor shall evaluate in-house and out-of-house contractor methods for identification and control of limited life items. Verify, through assessments, that sufficient remaining life of equipment is available for accomplishing the mission objectives. Verify that life limits of common hardware are consistent.

5.3.2 The contractor shall evaluate engineering and programmatic changes such as ECR's, ECP's, Deviations, Waivers, PCP's and SCN's for reliability and maintainability impact.

5.3.3 The contractor shall evaluate in-house and out-of-house contractor provided FMEA analyses of software design to assure software properly responds to critical failure modes as identified by the FMEA/CIL documents (i.e., fault detection, isolation, switching, etc.).

5.4 ALERT Program Maintenance

5.4.1 The Contractor shall receive ALERT’s and shall enter them into the ALERT database.

5.4.2 The Contractor shall also distribute ALERTS to MSFC actionees for review and disposition, track the status of the reviews by project, enter the results of the reviews in the ALERT database, and transmit the results of the reviews to the organizations identified in MWI 1280.5, MSFC Alert Processing.

5.4.3 The Contractor shall ensure that the ALERT data is available real-time to users, shall track the status of Alerts and assure that actionees provide timely closures and shall evaluate ALERTS closure rationale.

5.4.4 The contractor shall generate or assist in the generation of ALERT’s (primarily for in-house programs and projects) as warranted.

5.5 Problem Assessment Center (PAC)

The Contractor shall operate the MSFC PAC in strict compliance with the MSFC PAC Operations Plan (see paragraph 5.5.1) and supplementary guidance provided by the COTR. In executing this task, the Contractor shall process incoming problem reports, coordinate the activities of the MSFC Problem Assessment System(PAS) (which provides the process by which MSFC project management and technical organizations review and close problem reports), provide official MSFC problem report data to authorized organizations and personnel, and operate and maintain (i.e., keep data current) the MSFC PRACA database.

5.5.1 Problem Assessment Center Operations Plan

The Contractor shall maintain and implement the Operations Plan for the MSFC PAC in accordance with DRD 1107MA-004, Problem Assessment Center (PAC) Operation Plan. The plan shall describe, in detail, the PAC activities necessary to fulfill the problem reporting requirements (from initiation of project problem reporting through project termination) for any MSFC managed projects for which problem reporting is required. The plan shall also identify the periodic reports the PAC will issue to fulfill customer needs.

5.5.2 Problem Report Processing

The Contractor will receive problem reports (i.e., initial reports, updates, and recommended closures) directly from hardware/software contractors and in-house hardware/software developers via mail, courier, facsimile machine, or direct electronic transfer (i.e., the hardware/software contractor's computer furnishes problem report data directly to the MSFC PRACA database). The Contractor shall review the incoming problem reports for accuracy, clarity, and completeness. The Contractor shall complete the problem report data fields designated for completion by the PAC and the Design Center. For problem reports submitted by hardware/software contractors who do not use the MSFC PRACA problem report format, the Contractor shall prepare an MSFC PRACA problem report form. The Contractor shall screen the incoming problem reports to identify system level problems when requested by the associated project. The Contractor shall maintain a complete record of each problem report submitted to the PAC.

5.5.3 Reviewing Problem Reports

The Contractor shall review the data for all coded fields as well as all text fields provided by the hardware/software contractor or in-house hardware/software developer. This review shall address technical sufficiency as well as editorial acceptability. When a problem report is inaccurate, unclear, or incomplete, the Contractor shall contact the responsible hardware/software contractor or in-house hardware/software developer by the most expeditious means and request correction, clarification, or supplementary information as warranted by the situation. Supplementary information may consist of backup technical data such as Engineering Change Request (ECR) documents, procedures, specifications, drawings, etc. The contractor shall perform trending analysis for each problem report received and provide results and recommendations for potential corrective action (Section 5.5.11).

5.5.4 Problem Report Records

For each incoming problem report, the Contractor shall enter the required problem report data in the MSFC PRACA database unless that data is electronically transmitted directly to the MSFC PRACA database by the hardware/software contractor. The Contractor shall maintain a record of each problem report in the MSFC PRACA database. The Contractor shall also maintain a hardcopy file containing those problem reports and their associated backup information provided by the hardware/software contractor in hardcopy form.

5.5.5 Coordinate the MSFC Problem Assessment System (PAS)

The Contractor shall coordinate the review and disposition of problem reports by the appropriate MSFC project management and technical assignees, record the actions of the assignees, and prepare and route non-concurrence letters when directed by the authorized assignees. The Contractor will coordinate the MSFC review of system level problems and record the results of the review.

5.5.6 MSFC Review and Disposition

Upon receiving either initial problem reports or recommended closures from the hardware/software contractors or in-house hardware/software developers, the Contractor shall expeditiously distribute copies of those problem reports, including backup information, to the appropriate assignees in the MSFC project offices, and the MSFC Safety and Mission Assurance Directorate. The Contractor shall be responsible for maintaining current knowledge of the identities of the assignees for each project for which the PAC processes problem reports. The Contractor shall track the status of the review and disposition of each problem report and, when requested, shall assist assignees in obtaining additional information from hardware/software contractors.

5.5.7 Problem Review Board (PRB) Meetings

When a formal Problem Review Board (PRB) meeting is called, the Contractor shall prepare a proposed list of problem reports for review, schedule the meeting, prepare an agenda, and coordinate it with the hardware/software contractor or in-house hardware/software developer, provide advanced notice to the participants, assure that the necessary support arrangements (i.e., meeting room reserved, telephone conference arranged, etc.) have been made, and provide problem report information packages to the MSFC assignees. In addition, the contractor shall provide an assessment of each problem report including related history, trends, thoroughness of report, and overall adequacy of investigation and recurrence controls. During the meeting, the Contractor shall administer the meeting, record and report status of action items assigned by the PRB, and record the PRB's disposition of the problem reports considered. Following the meeting, the

Contractor shall monitor the status of action items, update the MSFC PRACA database and hardcopy files, and prepare, secure approval for, and distribute the minutes of the meeting.

5.5.8 MSFC Review of System Level Problems

The Contractor shall monitor the Space Shuttle Level II Program Compliance Assurance Status System (PCASS) database to identify newly entered system level problems pertaining to the Orbiter. The Contractor shall provide these reports to the appropriate MSFC assignees and obtain their responses which will be recorded in a dedicated file and provided to the appropriate JSC organization. The contractor shall establish and operate a process for identifying, reviewing, documenting and distributing system level problems and review responses associated with future programs/projects (i.e., Exploration Systems, etc.).

5.5.9 Official MSFC Problem Report Data

The Contractor shall provide official MSFC problem report data and, if requested, basic engineering assessments of the data or answers to questions regarding the data for the following:

a. Project office sponsored flight readiness reviews as well as S&MA Directorate sponsored readiness reviews (e.g., CoFR, preflight assessments (PFA), SMARRs).

b. Daily electronic updates for upper level program problem report databases (e.g., Level II PCASS).

c. Notification to the appropriate organization (e.g., JSC) of newly reported system level problems submitted by MSFC project hardware/software contractors.

d. Requests from NASA MSFC Civil Service organizations.

e. Requests from the Huntsville Operations Support Center (HOSC) during mission support operations.

f. Requests from other organizations upon direction from the COTR.

5.5.10 Support for the Huntsville Operations Support Center (HOSC)

The Contractor will station assessment engineers at the Problem Assessment Center (PAC) during Simulations, Flight Readiness Firings (FRF), Count Down Demonstration Tests (CDDT), and mission launches (beginning with tanking at approximately T-7 hours and continuing regularly or intermittently through completion of payload missions for which there are PAC maintained databases). At the PAC, the assessment engineers will respond to requests from the HOSC for

problem information contained in the MSFC PRACA database. These requests will require extraction of problem data, structured queries of the database to produce information about groups of problems, and assessment and basic engineering analysis by assessment engineers to answer specific questions. The Contractor will notify the appropriate Program/Project S&MA representative if open problems are received which require disposition prior to launch. If necessary, the Contractor will support a PRB meeting as described in 5.5.7.5.5.11

Problem Trending The Contractor shall conduct ongoing statistical analyses and engineering assessments of problem trends. Problem trends may be prepared for any MSFC Project for which problem reporting is performed (i.e., Payloads, Space Shuttle elements, CLV and CLV Elements, etc.) if warranted or requested. Resulting trend data/analysis is presented to the appropriate MSFC S&MA representative. Contractor format is acceptable.

5.6 PRACA (Problem Reporting and Corrective Action)

THE CONTRACTOR SHALL PREPARE PRACA METHODOLOGY DOCUMENTS FOR MSFC MANAGED PROGRAMS AND PROJECTS AND EVALUATE PRACA DOCUMENTS SUBMITTED BY CONTRACTORS. THE CONTRACTOR SHALL ASSURE THAT PRACA REQUIREMENTS ARE CONSISTENT WITH MSFC S&MA AND PROJECT MANAGEMENT DIRECTION.

6.0 QUALITY ASSURANCE

6.1 Systems

6.1.1 The Contractor shall prepare, evaluate and, provide assessments of in-house and contracted quality related contractual documentation (e.g., Hardware and Software Quality Assurance (QA) Plans) including implementation instructions and procedures for MSFC QA policies and directives.

6.1.2 The Contractor shall perform periodic reviews and assessments of in-house and contracted QA instructions for compliance with NASA policy, Marshall Management System (MMS), Safety and Mission Assurance (S&MA) Directorate Organizational Instructions.

6.1.3 The Contractor shall provide Quality Engineering (QE) expertise for the preparation, evaluation, and assessment of in-house and contractual documentation relative to processes (e.g., electrical, electronic, materials, and non-destructive evaluation) encountered during the manufacturing, inspection, and test phases of projects.

6.1.4 The Contractor shall provide expertise to support the continued ISO 9000-2000/AS9100 registration at MSFC including, but not limited to, training of

MSFC employees on ISO 9000-2000/AS9100, implementation plan maintenance, procedure preparation, progress monitoring, and internal audit support. The Contractor shall give advice/consultation on matters pertaining to interpretation of the ISO 9000-2000/AS9100 standard (to individual organizations as well as the MSFC Management Representative and the Implementation/Maintenance team). The Contractor shall support the MMS team. The Contractor shall assist in external and internal Audits/Surveillances and Corrective Action follow-up. The contractor shall participate in and support Document Control Board activity for review, evaluation, and disposition of S&MA controlled documents. This activity includes the review of Organizational Instructions (OI) and related external documents under review by Center Document Control Boards (DCB's).

6.1.5 The contractor shall participate in MSFC program, contractor, supplier, or other Government milestone reviews (e.g., SMARR's, PRR's, SRR's, PDR's, CDR's, DCR's, FRR's, TRR's) to evaluate the incorporation of quality assurance and certification requirements in decisions affecting design, safety, production, testing, and operation.

6.1.6 The contractor shall develop and utilize any tools (as specified in PWS 7.0) needed to assure that all applicable quality assurance requirements are identified for MSFC programs and projects. These should include, but not be limited to quality information analysis (including workmanship standards, specifications, procedures and documentation quality control), quality data trending and assessments, and as built configuration databases.

6.2 Process and Product Assurance

6.2.1 The contractor shall prepare and evaluate workmanship against the technical standard, specifications, procedures, and control documentation for in-house and contracted processes and purchases, utilizing the Procurement Discrepancy Tracking System (PDTS) as appropriate, used throughout all phases of the hardware and software development cycle.

6.2.2 The contractor shall prepare and evaluate in-house inspection criteria for safety critical hardware/software characteristics and other requested characteristics. They shall also evaluate and provide written assessments on other MSFC contractor or Government Agency inspection criteria and the implementation of these inspections.

6.2.3 The contractor shall provide Engineering Change Proposal (ECP) support to S&MA Configuration Control Board (CCB) members. The support provided shall consist of logging, tracking, and distributing ECP's for S&MA review, response integration, and presenting the integrated assessments to CCB's. The Contractor shall also provide support as change package engineers (CPE) as assigned.

6.2.4 The contractor shall provide the expertise to evaluate in-house and contractual waivers and deviations for compliance with stated QA, certification requirements, standards, and policies.

6.2.5 The contractor shall provide QE expertise to ensure the inspectability of in-house designs by performing drawing and procurement documentation review. The contract will recommend the quality requirements for procurements as required.

6.2.6 The contractor shall provide the expertise to perform and evaluate trade studies relative to design, fabrication, inspection, testing, and operations.

6.2.7 The Contractor shall prepare, evaluate, and maintain guidelines, checklists, and plans to be used in support of S&MA participation in audits of MSFC internal organizations, MSFC vendors and suppliers, and other Government Agencies and NASA Engineering and Quality Audits (NEQA). The Contractor shall maintain a status of all S&MA action items resulting from audits to ensure compliance with MSFC S&MA policies and procedures. The Contractor shall provide support to S&MA, auditors, and auditees by assisting in scheduling audits, tracking and follow-up of findings, and preparation and distribution of final reports. The Contractor shall maintain a system for retention of quality records associated with audits.

6.2.8 The Contractor shall evaluate test results versus verification requirements including the disposition of test anomalies and discrepancies for adequacy. The Contractor shall maintain the necessary certification records, files, and hardware certification status to meet project and S&MA needs.

6.2.9 The contractor shall provide Quality Assurance expertise (including but not limited to hardware evaluation) in support of S&MA inspection and MSFC testing activities including initial surveillance to final acceptance as required.

6.2.10 The contractor shall participate in postflight assessment [i.e., SRB (Solid Rocket Booster), RSRM (Reusable Solid Rocket Motor), CLV hardware, etc.], as requested. Prepare assessment reports and presentations. Evaluate observations for determination of items that warrant formal problem reports.

6.3 Problem Analysis

6.3.1 The contractor shall, as required, advise MRB members and recommend corrective action to improve product quality. The contractor shall also participate in the construction of trending charts and analyses on MSFC contractor and in-house efforts, and shall provide recommendations to S&MA engineers and managers on adverse MSFC contractor and in-house trends.

6.3.2 The contractor shall participate in problem and failure investigations to determine root cause and recommend corrective action.

6.3.3 The contractor shall administer the MSFC Corrective/Preventive Action System. It shall be operated in compliance with MWI 1280.3, Corrective/Preventive Action Notification System; MPR 1280.4, MSFC Corrective Action System; and attendant MSFC work instructions. The contractor shall screen incoming potential recurrence control action requests (RCAR's); record and track problem and preventive action status; coordinate MSFC review and disposition of RCAR's; provide official MSFC report data to authorized organizations and personnel; perform trending on related potential and screened RCAR's by failure mode and cause; and operate and maintain the MSFC CAS database. The contractor will provide support for maintaining associated Safety and Mission Assurance (S&MA) organizational instructions current with MSFC procedures and requirements.

6.4 Personnel Certification Administration

he contractor shall support the administration of the MSFC Personnel Certification Program in compliance with MWI 3410.1, Personnel Certification Program. The contractor shall maintain a database system to record personnel certifications for MSFC and on-site contractor personnel. As required, the contractor shall screen certification packages for compliance with procedures and coordinate the review of the packages with the applicable MSFC Certifying Officer.

6.5 Software Assurance (SA)

Support the establishment, implementation, and maintenance of applicable, NASA, Government approved Industry Standards, or DoD, SA requirements, and implementing these requirements on MSFC managed in-house and contracted software development programs. Support shall include, when applicable, the following. Preparing, evaluating, and providing assessments of MSFC managed in-house and contracted program/project SA Plans and software engineering change documentation (e.g. ECRs, ECPs, SPRs, TDRs). Evaluating and providing assessments of program/project software products (e.g. Software Development Plans, Software Requirements Specifications, Software Test Plans) and of applicable NASA/MSFC policies and guidelines (NPDs, NPGs, MPDs, MPGs, etc.). Participating in and providing assessment during program/project milestone reviews (e.g. PDR, CDR, TRR). Supporting audit planning and tracking of findings associated with the S&MA evaluation of MSFC managed software development process though SA internal audits (e.g. Software Development Folder Audits, Software Configuration Management Audits, Software Requirements Traceability Audits, Peer Review Audits). Performing software quality assurance test activities during the appropriate software development life cycle phase. The contractor shall prepare and participate in SA related training. The contractor shall support in the collection of SA metrics. The contractor shall prepare, evaluate, and provide assessment associated with the NASA Initiative for Software Assurance and with S&MA/SA documentation for

the implementation of the Space Exploration Initiative (SEI) Capability Maturity Model Integration (CMMI) (e.g. SA OIs).

7.0 S&MA MANAGEMENT INFORMATION

7.1 The contractor shall provide support for the management of all S&MA Management Information tools, including databases, applications, processes, hardware and software throughout the lifecycle, including planning, acquisition, development, documentation, operation and disposal (See Attachment J-4). The Contractor shall also manage resulting S&MA data and provide a virtual focal point for the presentation of refined, integrated S&MA data and administer the S&MA delegated agency data, including annual forecasts, midyear updates, and monthly data reduction. (This support shall not conflict with the responsibilities of the Center IT Services contractor.)

7.2 The contractor shall support the preparation and/or maintenance of S&MA management information documents including Organizational Issuances (OIs).

7.3 The contractor shall using accepted and proven methodologies, assess S&MA's information needs for the present and future. Investigate alternatives for identified S&MA needs. Evaluate and recommend S&MA requirements for new system enhancements or capabilities. Present S&MA management with precise descriptions and recommendations on system alternatives and improvements.

7.4 The contractor shall perform structured system design activities for in-house development work and for work performed by outside contractors, and make management recommendations to S&MA. MSFC S&MA will provide overview and retain final decision-making authority over all design and development activities. Assure conformance of all S&MA Management Information system development activities to governing policies and best practices.

7.5 The contractor shall ensure that all system requirements are met. If not provided by S&MA, the contractor shall generate complete documentation for each system. This documentation shall include, but not be limited to, requirements definition, design definition, code documentation, users guides for operations personnel as well as end users, implementation plans and operations plans. Assure that all internal reviews and on-site coordination activities are completed. Provide user support functions for S&MA Management Information including training and real-time help for supported programs and processes.

7.6 The contractor shall provide computer security risk assessments of all S&MA databases and data applications in accordance with MPR 2810.1, “Security of Information Technology”. The contractor shall prepare an Information Technology Security Plan that documents how the contractor and subcontractor personnel will utilize, in a secure manner commensurate with sensitivity of the

8.0 PROJECT ASSURANCE SERVICES

Project Assurance Services shall be provided to all S&MA supported programs/projects.

8.1 S&MA Project Team Participation

8.1.1 The contractor shall coordinate the contractor S&MA activities with the S&MA project team leads to assure the proper execution of the S&MA project requirements.

8.1.2 The contractor shall serve as expert advisor on SRM&QA topics for project team meetings, technical interchange meetings, problem investigation and resolution efforts, and other routine project meetings.

8.1.3 The contractor shall participate in milestone reviews, data reviews, and safety reviews.

8.1.4 The contractor shall provide assessments of flight readiness in support of the S&MA input to the SMARR's and the Certificate of Flight Readiness for the MSFC Shuttle elements, CEV and CLV Elements, MSFC Payloads, Flight Projects and future programs/projects, upon request. This includes, but is not limited to, technical issues resolution and status of S&MA flight critical documentation (COQ's, FMEA/CIL, Hazards, etc.)

8.1.5 The contractor shall track action items and issues resulting from above team meetings, milestone reviews and flight readiness activities, and recommend disposition to S&MA project team leader.

8.2 S&MA Readiness Review Center

The contractor shall operate the MSFC S&MA Readiness Review Center for each S&MA Readiness Review (SMARR), SMARR Tag-up and L-2 SMARR Tag-up

including dry runs for ET/SRB Mate Reviews, Orbiter Rollout Reviews and reviews established for future programs. This task includes scheduling, data collection, preparation and distribution of MSFC S&MA presentation materials, and data exchange with JSC, KSC, and NASA HQ. In addition, serves as a member of the NASA SMARR Data Coordinators Working Group.

8.3 NASA Engineering and Safety Center (NESC) and Technical Authority (Formally Independent Technical Authority) Support

The Contractor shall provide as required the necessary administrative and technical support to S&MA to assure disciplined performance of work and timely application of the resources necessary for completion of all assigned NESC and Technical Authority tasks. NESC and Technical Authority tasks will include, but are not limited to the following:

a. Developing and maintaining the MSFC S&MA NESC Significant Problem Reports.

b. Supporting NESC trending activities.

c. Supporting the NESC and Technical Authority telecoms and meetings (including preparing supporting materials).

d. Providing technical support to NESC assessments and Technical Authority activities.

9.0 INDEPENDENT ASSURANCE TASKS

The contractor shall use senior staff and Technical Experts to perform independent assurance tasks in support of Independent Assurance (IA). Assessments will be requested by the MSFC S&MA Organization. IA tasks will include, but are not limited to the following:

a. Track Project/Program operations and make recommendations of potential IA topics to S&MA.

b. Develop and maintain IA assessment work plans.

c. Perform assessments in accordance with approved assessment plans. Coordinate with appropriate IA team members, other organizations conducting related assessments, and program/project offices while researching issues. Report significant issues or concerns developed by the assessment immediately to the MSFC IA Manager.

d. Develop report of analysis, observations, findings and recommendations. This will include incorporation of any Program/Project responses to the IA observations. Present this report to the MSFC IA Manager for approval.

e. Brief observations, findings and recommendations to MSFC IA Manager, appropriate S&MA Managers and appropriate Program/Project personnel.

f. Coordinate and perform follow-up on closure of report observations and any assigned actions as required.

g. Participate in MSFC led and Headquarters led Programmatic Audits and Reviews, and S&MA Readiness Reviews.

Performance of all tasking will be in accordance with OI QD-PA-006, MSFC S&MA IA Implementation Plan.

10.0 RISK MANAGEMENT

10.1 The Contractor shall provide expertise to support the preparation, evaluation, and assessment of in-house and contractual program and project risk management plans. The contractor shall develop tools (as specified in PWS 7.0) and techniques, as necessary, to facilitate the identification/tracking/mitigation of risks and issues that may potentially negatively impact a project or program.

10.2 The Contractor shall provide recommendations and advice to S&MA engineers and managers relative to risk mitigation actions to minimize or eliminate risks.

10.3 The Contractor's risk management experts shall complete the NASA HQ supplied training and become certified as Continuous Risk Management Course instructors. Once certified, the instructors shall present Continuous Risk Management courses and workshops to MSFC employees (planned a minimum six times a year**).**

11.0 DOCUMENTATION AND REPORT SUPPORT

11.1 The contractor shall provide support in the development of plans, procedures, briefing material and other documents required in the accomplishment of MSFC S&MA activities in accordance with DRD 1107MA-003, MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents.

11.2 The contractor shall provide support to the S&MA Directorate with evaluations and assessments of documentation to accomplish its mission in support of MSFC Programs and Projects. These reports shall be in accordance with DRD 1107MA-002, Evaluation and Assessment Reports.

11.3 The contractor shall provide Employee Reporting List and Contractor Employee Clearance Document in accordance with DRD 1107MA-007.

DATA PROCUREMENT DOC. NO. **1107** ISSUE **Revision A**

NNM07AA74C
CONTRACT/RFP

EXHIBIT NUMBER

J-2
ATTACHMENT NUMBER

Safety and Mission Assurance Services
PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Hernandez Engineering, Inc.
CONTRACTOR

July 12, 2007
DATE

National Aeronautics and
Space Administration

MSFC - Form 3461 (Rev September 1989)

National Aeronautics and Space Administration **DOCUMENT CHANGE LOG**					DATA PROCUREMENT DOC. NO. 1107 ISSUE Revision A	
INCORPORATED REVISIONS OUTSTANDING REVISIONS				AS OF: 07-12-07	SUPERSEDING: 02-01-07	PAGE:
AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
	INTRO	SGR	DRL	DRD		
Contract Mod 4				X	Added the following DRD: 1107MA-012, Position Risk Designation for Non-NASA Employee	

MSFC - Form 3461-1 (Rev August 1970)

National Aeronautics and Space Administration

PAGE REVISION LOG

DATA PROCUREMENT DOC.
NO. ISSUE
1107 Revision A

NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.

AS OF: 07-12-07

SUPERSEDING: 02-01-07

PAGE:

INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.

ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
DPD	ALL	Revision A			

MSFC - Form 3461-2 (Rev August 1970)

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	DESCRIPTION
CD	Contractual Data
LS	Logistics Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRD's.

1.2.4 Document Change Log (DCL) and Page Revision Log (PRL): The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPE	DESCRIPTION
1*	All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.
2*	NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.
3	These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.
4	These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
5	These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government

* Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).

** Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.

*** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

2.1 Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is preferred. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the

Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
   1. Contract number.
   2. Data Requirements Description (DRD) number.
   3. DRD data type (specified in Item 3 on the DRD).
   4. Submission date or milestone being satisfied.
   5. Document number and revision.
   6. Document title.
   7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
   8. Distribution (as defined by the Contracting Officer's letter).
   9. Requested response date.
   10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.
   11. NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)
b. Printable electronic files or hardcopy data.

2.3.5 Use of the MSFC Documentation Repository: If Program/Project requires the contractor to transmit data directly to the Repository, Marshall Policy Directive (MPD) 2210.1 specifies the requirements for utilizing the Documentation Repository. Electronic data deliverables should be transmitted directly to the Repository via a secure web page, available at https://webpub.nis.nasa.gov/submittal/index.html.Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL) and raster image formats.

2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:

a. Method of reproduction – offset/xerography.
b. Finished size – 8 1/2" X 11".
c. Paper – 20-pound opaque bond.

d. Cover – Litho cover stock.
e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
g. Binding shall be the most economical method commensurate with the size of the report and its intended use.

2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.

2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.

2.8 Maintenance of Type 1 Document Submittals

2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).

2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.

2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page shall be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page shall be deleted by the current revision.

3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block shall be entered in the "Superseding" block.

3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.

3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

3.4 DPD Reissues

3.4.1 When conditions warrant, the DPD shall be reissued by NASA and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.

3.4.2 All revision symbols (vertical lines and contractual direction control numbers) shall be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Safety and Mission Assurance Services
Data Requirements List

DRD	DATA TYPE	TITLE	OPR
CD - Contract Data			
1107CD-001	2	Information Technology Security Plans	IS10
LS – Logistics Support			
1107LS-001	2	Government Property Management Plan	AS41
MA - Management			
1107MA-001	1	Management Plan	QD01
1107MA-002	2	Evaluation and Assessment Reports	QD01
1107MA-003	2	MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents	QD01
1107MA-004	2	Problem Assessment Center (PAC) Operations Plan	QD01
1107MA-005	2	Management Status Review (MSR) Input	QD01
1107MA-006	2	Organizational Conflict of Interest (OCI) Avoidance Plan	PS33
1107MA-007	3	Contractor Employee Clearance Document	AS50
1107MA-008	3	Financial Management Report (533M and 533Q)	CS40
1107MA-009	3	Bi-weekly Notes	QD01
1107MA-010	3	Badged Employee and Remote IT User List	AS50
1107MA-011	3	Make or Buy Plan	QD01
1107MA-012	3	Position Risk Designation for Non-NASA Employee(s)	AS50
SA - Safety			
1107SA-001	1	Personnel Training and Certification Plan	QD40
1107SA-002	2	Safety, Health, and Environmental (SHE) Plan	QD50/AS10
1107SA-003	3	Mishap and Safety Statistics Reports	QD50

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107CD-001**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Information Technology Security Plans

7. **DESCRIPTION/USE**: To document information technology security risk management and safeguards for protection of unclassified NASA electronic information and data processed by Federal general support computer systems and major software applications.

8. **OPR**: IS10 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 45 days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**: The information technology security plans shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in NFS 1852.204-76. Reference is made to NPR 2810.1, *Security of Information Technology* and NFS 1804.470-3, *Security plan for unclassified Federal Information Technology systems*.

14. **INTERRELATIONSHIP**: PWS paragraph 7.6

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: Information Technology Security Plans shall document the safeguards necessary to ensure sufficient availability, integrity, and confidentiality of that information accessed or managed within the systems and/or applications, based on the contractor's assessment of risks.

15.2 **APPLICABLE DOCUMENTS**:

NFS 1852.204-76	*Security Requirements for Unclassified Information Technology Resources*
NIST SP 800-18	*Guide for Developing Security Plans for Information Technology Systems*

15.3 **CONTENTS**: The Information Technology Security Plan shall meet the requirements of NFS 1852.204-76. The plan shall describe the contractor's processes for implementing information security including personnel background screening, personnel awareness and training, information protection, and security incident response.

Additionally, a separate system-level Information Technology System Security Plan shall be prepared for each Federal general support computer system or major software

application managed by the contractor and/or subcontractor personnel in the performance of this contract. The Information Technology System Security Plan(s) shall meet the requirements of NIST SP 800-18.

15.4 **FORMAT**: Contractor format for the Information Technology Security Plan is acceptable as long as the guidance described in NFS 1852.204-76 is followed. The Information Technology System Security Plan format shall be per NIST SP 800-18.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107LS-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Government Property Management Plan

7. **DESCRIPTION/USE**: To describe the method of controlling and managing Government property.

8. **OPR**: AS41 9. **DM**: QD01

10. **DISTRIBUTION**: Cognizant property administrator

11. **INITIAL SUBMISSION**: Preliminary three months after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Final one year after ATP, revise as required

13. **REMARKS**: This document shall be the official contract requirements document for the control and identification of all Government property.

14. **INTERRELATIONSHIP**: PWS paragraph 2.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.

15.2 **APPLICABLE DOCUMENTS**

FAR	*Federal Acquisition Regulation, Part 45*
NPR 5100.4B	*Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45* and latest revisions thereto

15.3 **CONTENTS**: This plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

a. Property management.
b. Acquisition.
c. Receiving.
d. Identification.
e. Records.
f. Movement.
g. Storage.
h. Physical inventories.
i. Reports.
j. Consumption.
k. Utilization.
l. Maintenance.
m. Subcontractor control.
n. Disposition.
o. Contract close-out.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-001**
3. **DATA TYPE**: 1
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Management Plan

7. **DESCRIPTION/USE**: To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 30 days after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Plan shall describe the contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling Task Order Requests (TORs), Task Order Plans (TOPs), Task Orders (TOs) and TO sub-elements, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Management Plan shall include:

a. Description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level II WBS task level.
b. Description of management concepts, plans, project management and task/control systems, organizational approach, approach to quality, and communication channels between the contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-002**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Evaluation and Assessment Reports

7. **DESCRIPTION/USE**: Provide the S&MA Directorate with the information required to accomplish its mission in support of MSFC Programs and Projects.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: As required

12. **SUBMISSION FREQUENCY**: If requested, for each document evaluated and each milestone review.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 11.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Evaluation and Assessment Reports shall be for various types of reviews for comment, analyses and evaluations required by the Statement of Work.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Evaluation and Assessment Reports shall review comments, analyses and evaluations of various types of documents for the purpose of determining adequacy and compliance with requirements. Such as: NASA Handbooks, MSFC requirements documents, Level II requirements documents, contractor or Government drawings, specifications, FMEA's, CIL's, Hazard Analyses, Quality Plans and Procedures, Safety Plans, Test Plans and Procedures, Software, ECP/ECR/SCR's, OMI/OMRSD's, and other documents applicable to MSFC Programs and Projects.

The contractor shall detail deficiencies and make recommendations for approval, disapproval, and required changes. The contractor shall also provide trip reports.

15.4 **FORMAT**: Contractor format is acceptable as long as it fulfills the needs of the task managers.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-003**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents

7. **DESCRIPTION/USE**: Provide the S&MA Directorate with the plans, procedures, briefing materials and other documents required in accomplishment of SRM&QA activities.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: As required

12. **SUBMISSION FREQUENCY**: As required and requested by the S&MA Directorate.

13. REMARKS: **Reference is made to NASA and MSFC Directives and Standards as applicable.**

14. **INTERRELATIONSHIP**: PWS paragraph 11.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents shall be various types of MSFC SRM&QA plans, procedures and requirements documents.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents shall be prepared for MSFC S&MA approval and use the various types of plans, procedures, and other documentation for MSFC in-house SRM&QA activities. Examples are quality plans and procedures, verification analyses, safety analyses, FMEA's, CIL's, reliability and maintainability analyses and assessments, and other types of documents detailed in the Statement of Work. They shall also have the capability of preparing charts (viewgraphs) and writing documents such as training plans and SRM&QA management plans. The documents shall be prepared in accordance with NASA or MSFC Directives and standards associated with the preparation of the different documents requested.

15.4 **FORMAT**: The contractor shall use the format established by the directives governing the preparation of the specific documents, otherwise contractor format will be acceptable.

15.5 **MAINTENANCE**: Maintained current by page revision or complete reissue to reflect all

approved changes.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-004**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Problem Assessment Center (PAC) Operations Plan

7. **DESCRIPTION/USE**: Update the PAC Operations plan.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Sixty (60) days after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Revisions as required.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 5.5.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Problem Assessment Center (PAC) Operations Plan identifies the organization, implementation and control of the PAC. The plan shall also identify the periodic reports the PAC will issue to fulfill customer needs.

15.2 **APPLICABLE DOCUMENTS**:

NSTS 08126	***Space Shuttle Problem Reporting and Corrective Action System Requirements***
SSP 30223	***International Space Station Program Problem Reporting and Corrective Action System Requirements***
XXX	**CLV PRACA documents when baselined**

15.3 **CONTENTS**: The PAC Operations Plan shall provide identification of the disciplines, controls and interfaces necessary to implement operation of the PAC, and shall satisfy the requirements of the documents listed in 15.2.

15.4 **FORMAT**: The format of the plan shall permit accommodation of special requirements of new projects via appendices. Generally, the order of tasks shall be in accordance with paragraph 5.5 of the PWS.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue. The Plan shall be reviewed at least once each year to identify necessary changes.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-005**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Management Status Review (MSR) Input

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress by task order (TO). To provide visibility to the contractor and MSFC Management of actual and potential problems and their progress toward meeting the requirements of the contract

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: First MSR after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Monthly thereafter. The report shall be submitted at the MSR.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraphs 2.0 and 2.7

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Status Review (MSR) Input provides a comprehensive status on all active TOs and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Management Status Review (MSR) Input shall include:

a. Review of work accomplished, including quantitative description, during the reporting period.
b. Discussion of non-routine tasks planned for the next reporting period.
c. Indication of any problems, which may impede performance or impact performance, schedule or cost.
d. Schedule with milestones.
e. Labor hours expended by labor category showing overtime hours separately.
f. Costs expended (by cost element) versus negotiated cost and TO/TO sub-element funding received.
g. Cost detail should be delineated in terms of those government unique project numbers (UPN) funding each TO/TO sub-element.
h. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.

15.4 **FORMAT**: Contractor format similar to government MSR charts is acceptable, hard copy charts with electronic presentation media is strongly encouraged.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-012**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE:** Organizational Conflict of Interest (OCI) Avoidance Plan

7. **DESCRIPTION/USE**: To demonstrate to the Government that the Contractor, when using subject matter experts, will mitigate organizational conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects sensitive, proprietary data belonging to other contractors.

8. **OPR**: PS33 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 5 working days following Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as required

13. **REMARKS**: Reference is made to Contract Clauses H.2, H.3, H.14, and K.3; NFS Part 1809.505-4, "*Obtaining Access to Sensitive Information;*" NFS Part 1837.203-70, "*Providing Contractors Access to Sensitive Information;*" NFS Part 1837.203-71, "*Release of Contractor's Sensitive Information;*" NFS Part 1852.237-72, "*Access to Sensitive Information;*" and NFS 1852.237-73, "*Release of Sensitive Information*."

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Organizational Conflict of Interest Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated when using subject matter experts connected to any prime contractor or subcontractor performing design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC.

15.2 **APPLICABLE DOCUMENTS**: None

15.3. **CONTENTS**: The Organizational Conflict of Interest Avoidance Plan shall include the following:

a. Organizational conflicts of interest pertaining to impaired objectivity associated with the use of subject matter experts shall either:
   1. Warrant that the individuals have no conflicting business relationships as defined in Clauses H.2, H.3, and K.3 in the solicitation, or
   2. Describe all business relationships that might create a conflict with the performance work statement in this order by demonstrating:
      (a) That the management reporting chains between this order and the work

performed by the technical subject matter experts for the conflicting business relationship are separated from each other.

(b) That the subject matter experts when performing this order are physically separated from the portion of the company performing the work for the conflicting business relationships.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan **DRD NO.**: **1107MA-006**
DATA TYPE: 2 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

(c) That each subject matter expert performing this order signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this order.

(d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.

b. With regard to access to nonpublic information by the subject matter experts, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor receives. This plan shall include:

1. A provision that subject matter experts shall not disclose the proprietary/sensitive data relating to this order.
2. A provision that subject matter experts only shall use the proprietary/sensitive data relating to this order.
3. A provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
4. A provision that information technology shall be protected to prevent unauthorized disclosure of information.
5. A provision that employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
6. A requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts.
7. A requirement for periodic self-audits, the results of which shall be made available to the Government.
8. Initial and periodic refresher OCI training for the contractor and subject matter experts working on the order.
9. A Description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
10. Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
11. A provision requiring the contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.
12. A provision requiring the contractor to update the OCI Avoidance Plan for the subject matter experts upon occurrence of any event that will cause a change to the plan.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-007**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Contractor Employee Clearance Document

7. **DESCRIPTION/USE**: To ensure that badged contractor employees no longer requiring Center access properly clear all accounts upon termination of employment.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Immediately upon termination of employment.

12. **SUBMISSION FREQUENCY**: As required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 11.3

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts upon termination of employment.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.

15.4 **FORMAT**: MSFC Form 383-1, “Contractor Employee Clearance Document”.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-008**
3. **DATA TYPE**: 3 4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Financial Management Report (533M and 533Q)

7. **DESCRIPTION/USE**: To provide quarterly and monthly financial reports for monitoring program costs. The 533M and 533Q reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts.

8. **OPR**: CS40 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: An initial report in the 533Q format is required within 30 working days after Authority to Proceed. Initial 533M reporting shall begin no later than 30 days after the incurrence of cost.
12. **SUBMISSION FREQUENCY**: 533Q: Quarterly; no later than the 15th day of the month preceding the quarter being reported in columns 8a, 8b, and 8c. 533M: Monthly; no later than 10 working days following the close of the contractor's accounting month.

13. **REMARKS**: The data contained in the reports shall be auditable using Generally Accepted Accounting Principles.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:
15.1 **SCOPE**: The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.

15.2 **APPLICABLE DOCUMENTS:**
NPR 9501.2D *NASA Contractor Financial Management Reporting*

15.3 **CONTENTS**: The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office. The Financial Management Reports (533M and 533Q) shall be prepared in accordance with the detailed instructions provided on the reverse side of the NASA Forms 533M and 533Q and the supplementary instructions set forth in NPR 9501.2D, Chapter 3.

a. 533Q Quarterly Report shall include actual cost and cost projections at the total contract level. The initial 533Q report shall reflect the original contract value detailed by negotiated reporting categories and serve as the original baseline plan.
b. 533M Monthly Report shall include actual cost and cost projections at the total contract level.

A summary level page reflecting cumulative total contract cost since inception shall be

included. Reconciliation between the 533M/533Q and the Cost Performance Report (CPR) or Modified Cost Performance Report (M/CPR) shall be submitted as an attachment to the 533M/533Q Report.

A backup report shall be provided that identifies the following fields: Task Order (TO), TO/sub-element, reporting category, PR number, WBS, cost center, fund, current month actuals, cumulative actuals, funding received, variance next month's estimate and monthly actuals at the individual project/program level.

DRD Continuation Sheet

TITLE: Financial Management Report (533M and 533Q) **DRD NO.**: **1107MA-008**
DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

15.4 **FORMAT**: Contractor internal automated printout reports may be substituted for 533M/533Q forms (with NASA Contracting Officer's approval) provided that the contractor report contains all of the data elements required by NASA Forms 533M and 533Q. Electronic submission of contractor data is strongly encouraged (reference NPR 9501.2, paragraph 3.7).

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-009**
3. **DATA TYPE**: 3 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Bi-weekly Notes

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress. To provide visibility to contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: First bi-weekly note submittal after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Every two weeks to correspond with the input to the Center's bi-weekly note submittal or as directed by the COTR.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraphs 2.0 and 2.7

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Bi-weekly Notes provides a status on active tasks and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Bi-weekly Notes shall include:

a. Review of work accomplished.
b. Indications of any problems which may impede performance or impact performance, schedule or cost.
c. Any other information that may assist the technical evaluators in evaluating the contract.

15.4 **FORMAT**: Center bi-weekly note format is acceptable.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-010**
3. **DATA TYPE**: 3 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Badged Employee and Remote IT User Listing

7. **DESCRIPTION/USE**: To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update quarterly or as personnel change occurs. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.

13. **REMARKS**: Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999), NPR 1600.1, *NASA Security Program Procedural Requirements*, and Homeland Security Policy Directive 12.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Badged Employee and Remote IT User Listing shall provide NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Badged Employee and Remote IT User Listing shall include the following information for each employee: employee's full name (first and middle names must be birth names), Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed [National Agency Check – Local Agency Checks and Credit Check (NACLC) or Single Scope Background Investigation (SSBI)] and the date it was completed.

15.4 **FORMAT**: Contractor format using Excel Spreadsheet is acceptable.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107MA-011**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Make or Buy Plan

7. **DESCRIPTION/USE**: To outline and define those end items to be manufactured (make) or procured (buy).

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: With proposal

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**: Reference is made to FAR 15.407-2, *Make or Buy Programs*

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Make or Buy Plan establishes the content, format, and maintenance requirements for a "make or buy" plan of important components or subsystems.

15.2 **APPLICABLE DOCUMENTS**:
NFS 1852.215-78 *Make or Buy Program Requirements*

15.3 **CONTENTS**: The Make or Buy Plan shall contain the following in accordance with NFS 1852.215-78:

a. Description of each major item or work effort.
b. Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy."
c. For each item or work effort categorized as "can either make or buy", a proposed either to "make" or "buy".
d. Reasons for categorizing items and work effort as "must make" or "must buy" and proposing to "make" or "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the applicable evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization and proposal.
e. Designation of the offerer's plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
f. Identification of proposed subcontractors, if known, and their location and size status.
g. Any recommendation to defer make-or-buy decisions when categorization of some

items or work efforts is impracticable at the time of submission.

DRD Continuation Sheet

TITLE: Make or Buy Plan **DRD NO.**: **1107MA-011**
DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

Note: The information required from a contractor in a make-or-buy plan shall be confined to those major items or work efforts that normally would require company management review of the make-or-buy decision because they are complex, costly, needed in large quantities, or require additional facilities to produce. Raw materials, commercial items, and off-the-shelf items shall not be included, unless their potential impact on contract cost or schedule is critical. Normally, make-or-buy programs should not include items or work efforts estimated to cost less than 1 percent of the total estimated contract price of any minimum dollar set by the agency.

15.4 **FORMAT**: Contractor format is acceptable. The plan shall be sub-divided to categorize each item by subsystem, major components, assemblies, subassemblies, and parts to be processed or manufactured.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107MA-012**
3. **DATA TYPE**: 3 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Position Risk Designation for Non-NASA Employee(s)

7. **DESCRIPTION/USE**: To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, Chapter 4.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: The copy of the spreadsheet shall be submitted to Protective Services at the following address: Protective Services; Attn: Ms. Deborah Swafford; Building 4200, Room 222; MSFC, AL 35812 or deborah.g.swafford@nasa.gov.

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as personnel or position changes occur

13. **REMARKS**: Information shall be marked appropriately as subject to the Privacy Act of 1974 (Privacy Act Information [PAI]). The spreadsheet shall be used for all new hires and any current employees who have not previously submitted the required data on NASA Form 1760. All new hires must be noted as such on the spreadsheet.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Position Risk Designation for Non-NASA Employee provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.

15.2 **APPLICABLE DOCUMENTS**:
NPR 1600.1 *NASA Security Program Procedural Requirements*

15.3 **CONTENTS**: The Position Risk Designation for Non-NASA Employee shall contain the following information for each employee: Social Security Number (SSN), Last Name, First name, Middle Suffix, Date of Birth, City of Birth, County of Birth, State of Birth, Country of Birth, E-mail address, Telephone Number, Mission Essential Infrastructure (MEI) Required, Personnel Reliability Program (PRP) Required and Remote IT Access Only.

15.4 **FORMAT**: The Spreadsheet shall be provided in Microsoft Excel electronically via CD,

delivered directly to Protective Services, or Encrypted Email (no other means of transmittal will be accepted).

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO**.: 1107 **ISSUE**: Revision A 2. **DRD NO**.: **1107SA-001**
3. **DATA TYP**E: 1 4. **DATE REVISE**D:
5. **PAG**E: 1/2
6. **TITLE**: Personnel Training and Certification Plan

7. **DESCRIPTION/US**E: To provide the contractor and the Government a baseline document for definition of training and personnel certification criteria and procedures to be implemented.

8. **OPR**: QD40 9. **DM**: QD01

10. **DISTRIBUTIO**N: Per Contracting Officer's letter

11. **INITIAL SUBMISSIO**N: Ten (10) days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENC**Y: Update as required

13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 2.5

15. **DATA PREPARATION INFORMATIO**N:

15.1 **SCOPE**: The Personnel Training and Certification Plan provides for training, certification, and re-certification of personnel engaged in hazardous operations and performance of critical processes. The purpose of a training and certification program is to assure that all personnel are capable of performing their duties and work assignments without endangering themselves, fellow employees, equipment and/or facilities.

15.2 **APPLICABLE DOCUMENTS**:

MPR 8715.1	*Marshall Safety, Health, and Environmental (SHE) Program*
MPR 3410.1	*Training*
MWI 3410.1	*Personnel Certification Program*
MWI 3410.2	*Personnel Certification for NDE*
QD10-QA-022	*Visual Weld Inspection*
ANSI B31.1	*Code for Power Piping*
ANSI B31.3	*Code for Chemical Plant and Refinery Piping*
ANSI/AWS D1.1	*Structural Welding Code/Steel*
ANSI/AWS D1.2	*Structural Welding Code/Aluminum*
NPR 8715.3	*NASA Safety Manual*

15.3 **CONTENTS**: The Personnel Training and Certification Plan shall include criteria which relate to work classification and skills, education, experience, training, and other qualifications necessary to assure safe and efficient operation and maintenance of inspection and test stand systems and high quality workmanship. The plan shall fulfill the requirements of the applicable documents listed in 15.2 and include:

a. Training and certification program.
   1. General.
      (a) Program description.
      (b) Program administration.
      (c) Certification duration.
      (d) Definitions.

DRD Continuation Sheet

TITLE: Personnel Training and Certification Plan **DRD NO.**: **1107SA-001**
DATA TYPE: 1 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

(e) Job description summaries.
(f) Task assignments per job description.
(g) Skills required per job description.

2. Certification requirements/skills.
   (a) Education.
   (b) Experience/work history.
   (c) Specialized training.
   (d) Physical condition/attitude.
3. Certification process.
   (a) Supervision responsibilities.
   (b) Certifying authority.
   (c) Formal/informal examination.
   (d) Proficiency demonstration.
4. Certification documentation.

b. Specific skills requiring training and proficiency shall include:
   1. Schematic and drawing comprehension.
   2. Test and launch operations.

c. Specific skills requiring certification and proficiency shall include:
   1. Solid propellant inspection *.
   2. Confined space *.
   3. Welding inspection and nondestructive evaluation (NDE).
   4. Program Critical Hardware (PCH) *.
   5. Lifting Equipment Training Certified Examiner.
   6. Propellant and Explosive Handler *.
   7. Risk Management Course Instructors (NASA Headquarters provided training, travel required).

* Training provided by the Government at MSFC.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A 2. **DRD NO.**: **1107SA-002**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/3

6. **TITLE**: Safety, Health, and Environmental (SHE) Plan

7. **DESCRIPTION/USE**: To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program in accordance with NFS 1852.223-73.

8. **OPR**: AS10/QD50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Preliminary with proposal

12. **SUBMISSION FREQUENCY**: Ten days after Authority to Proceed (ATP); update as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: NFS 1852.223-70, *Safety and Health;* NFS 1852.223-73, *Safety and Health Plan*; FAR 52.223-10, *Waste Reduction Program.* DRD 1107SA-003, *Mishap and Safety Statistics Report*. PWS paragraph 2.3.

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Safety, Health, and Environmental Plan describes the contractor's method of implementing occupational safety, health, and environmental standards over the duration of the contract.

15.2 **APPLICABLE DOCUMENTS**: Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).

29 CFR 1910	*Department of Labor; Occupational Safety and Health Administration Standards for General Industry*
29 CFR 1926	*Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry*
40 CFR	*Protection of the Environment*

ANSI Standards applicable to the scope of this contract
ASME Boiler and Pressure Vessel Code

MPR 1040.3	*MSFC Emergency Plan*
MPR 1840.3	*MSFC Hazardous Chemicals in Laboratories Protection Program*
MPR 1840.1	*MSFC Confined Space Entries*
MPD 1860.2	*MSFC Radiation Safety Program*
MPR 1810.1	*MSFC Occupational Medicine*
MPD 1840.3	*MSFC Respiratory Protection Program*
MPD 1840.2	*MSFC Hearing Conservation Program*

MPD 1840.1	*MSFC Environmental Health Program*
MPR 1840.2	*MSFC Hazard Communication Program*
MPD 1860.1	*Laser Safety*
MPR 1800.1	*Bloodborne Pathogens*
MWI 3410.1	*Personnel Certification Program*
MPR 8715.1	*Marshall Safety, Health and Environmental (SHE) Program*

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1107SA-002**
DATA TYPE: 2 **PAGE**: 2/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

MPD 8900.1 *Medical Operations Responsibilities for Human Space Flight Programs* (NOTE: This document only applies to Space Station contracts)
NFPA Standards *National Fire Codes*
NPR 8715.3 *NASA Safety Manual*
NASA-STD-8719.11 *Safety Standard for Fire Protection*

15.3 **CONTENTS**: The Safety, Health, and Environmental Plan shall describe the manner in which the contractor implements the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed and updated when necessary. The Safety, Health and Environmental Plan shall clearly state if the contracted effort contain potentially hazardous or non-hazardous operations and fully address the following applicable topics:

a. Management leadership and employee involvement:
   1. Statement of management policy and commitment to provide for the safety and health of personnel (i.e., employees, customers, and public) and property, and compliance with EPA, OSHA and NASA requirements.
   2. Description of procedures for insuring management and employees are held accountable for implementing their task in a safe and healthful manner through motivational techniques, disciplinary program, or other innovative techniques.
   3. Descriptions of safety, health, environmental awareness and motivation programs that, include documented safety meetings and safety awareness training for employees. (Onsite Safety meeting statistics shall be documented in the Supervisors Safety Web page: http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP_login.taf)
   4. Method of program evaluation that, identify the methods and frequency for internal evaluation of the safety, health, and environmental program.
   5. Method to ensure the Flowdown of safety responsibilities between all company levels and subcontractors, when applicable.
   6. Identification by title the individual who will be responsible for the implementation of the SHE program elements.
   7. Method to ensure compliance with MPR 8715.1, when work will be performed onsite at MSFC.

b. System and worksite analysis:
   1. Methods of hazard identification, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.
   2. Descriptions of OSHA programs that require documented programs (e.g., Respiratory Protection, Hazard Communication, Confined Space, and Lockout/Tagout, etc. Include the interrelationships with the MSFC programs.) (Note: Only programs applicable to the contracted effort need to be addressed.)
   3. Requirements for formal worksite safety inspections as required by OSHA, to including schedule and documentation requirements. Onsite OSHA inspections

are performed by NASA.

4. Requirements for documented supervisors' safety visits. Onsite safety visits shall be performed once per month per supervisor and documented in the Supervisors Safety Web page.

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1107SA-002**
DATA TYPE: 2 **PAGE**: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

c. Hazard prevention and control:

1. Methods to identify potentially hazardous operations and generate plans, procedures, and other working documents which clearly identify the hazardous situations and the necessary cautions taken to mitigate the hazard; an annual review of the plans and procedures; and, MSFC Safety Department concurrence for onsite hazardous procedures. A list of identified potentially hazardous operations will be provided in the SHE plan.
2. Method of ensuring controls over the procurement, storage, issuance, and use of hazardous substances and procedures for recycling and disposal of hazardous waste in accordance with MPR 8500.1.
3. Method of ensuring a documented emergency management program. Include a list of emergency points of contract. (Note: Onsite contractors may use MPR 1040.3.)
4. Method of investigating all mishaps and close calls to determine root cause, including an outline of reporting requirements. (Reference DRD 1107SA-003, *Mishap and Safety Statistics Report*).
5. Method for providing safety, health, and environmental services applicable to the contracted effort such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication. (These services can be provided by MSFC for onsite work.)
6. Method for employees to suspend work where safety or environmental conditions warrant such action.

d. Safety and health training:

1. Method for training each employee to recognize hazards, avoid accidents, know the hazards specific to their job, and understand the disciplinary program.
2. Method for training and certification of personnel performing potentially hazardous operations. Identify the job categories under the contracted effort that require certification in accordance with MWI 3410.1, "Personnel Certification Program". Personnel Certification for onsite identified job categories shall be tracked in the MSFC Certification Database (CERTRAK) in accordance with MWI 3410.1. (NOTE: offsite contracts shall list the job categories under the contracted effort that require OSHA documented training and certification.)

e. Environmental compliance - Provisions for compliance with environmental laws and regulations by: reporting hazardous and toxic substance use; implementing and reporting green procurements in accordance with MWI 8540.2; reducing, reusing, and recycling of hazardous and toxic substances prior to disposal; minimizing stormwater pollution; ensuring equipment and processes permitted by applicable laws; and disposing of solid and liquid materials as permitted by applicable laws.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision A
2. **DRD NO.**: **1107SA-003**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Mishap and Safety Statistics Reports

7. **DESCRIPTION/USE**: To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.

8. **OPR**: QD50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**:

a. Safety Statistics (e.g., contract number, subcontractors, NAIC codes, number of employees, number of supervisors, hours worked, etc.): submitted on MSFC Form 4371 by the 10th of each month following Authority to Proceed (ATP).

b. Mishaps, Close Calls, and serious non-occupational injuries or illnesses

1. Type A or B mishaps, high visibility mishaps or close calls, and onsite Type C lost time injury or illness: Immediate telephone notification to the Contracting Officer, and Industrial Safety (256-544-0046 or 4-HELP, Safety Option) so that Center Director notifies the NASA Administrator within 24 hours of occurrence or awareness. Include location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person and phone number.
2. Non-occupational fatality or serious injury occurring onsite or to an onsite contractor employee: Notification to Contracting Officer and S&MA so that Center Director notifies the NASA Administrator within 24 hour of occurrence or awareness. (Offsite non-occupational injury or illness notification is at the discretion of the family.)
3. a. All Onsite MSFC mishaps and close calls: (**applicable to onsite contractors only**): NASA Initial Safety Incident Report within 4 hours of occurrence or awareness on MSFC Form 4370 or equivalent either by telephone 256-544-4357 (4-HELP); Safety Option or electronically by Quick Incident. Report at https://msfcsma3.msfc.nasa.gov/s&ma_01/mishap/index.htm.

   b. Offsite Mishaps and Close Calls Type C and below: Initial notification by next MSFC 4371.
4. All Mishaps (Type A, B, C, Incidents and Close Calls): Mishap Report NASA Form 1627 or electron update of NASA Incident Reporting Information System (IRIS) record within 6 calendar days of Mishap.
5. Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report after completion of investigation.
6. All Mishaps: Monthly Follow-up Corrective Action Plan/Status as required until closed.

12. **SUBMISSION FREQUENCY**:
    a. MSFC Form 4370 or electronic equivalent - Each occurrence of a mishap except as identified in section 11.b.
    b. NASA Form 1627 or electronic equivalent - Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
    c. MSFC Form 4371 - By the 10th of each month.
    d. Mishap Board Report – Each occurrence of a Type A or B mishap, or as directed by Center management.

13. **REMARKS**:
14. **INTERRELATIONSHIP**: DRD 1107SA-002, *Safety, Health, and Environmental (SHE) Plan.* PWS paragraph 2.3

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports **DRD NO.**: **1107SA-003**
DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.

15.2 **APPLICABLE DOCUMENTS**:
NPR 8621.1 ***NASA Procedural Requirements for Mishap Reporting, Investigating, and Recordkeeping***
MWI 8621.1*Close Call and Mishap Reporting and Investigation Program*

15.3 **CONTENTS**: The Mishap and Safety Statistics Reports shall contain the information required by NPR 8621.1 and MWI 8621.1. The contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.

15.4 **FORMAT**: The following formats or electronic equivalent shall be submitted:
a. MSFC Form 4370, "MSFC Flash Mishap Report."
b. NASA Form 1627, "NASA Mishap Report."
c. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics."
d. Mishap Board Report using the format provided in NPR 8621.1.

15.5 **MAINTENANCE**: None required

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
5	See Block 16C	4200205659	

6. ISSUED BY CODE PS33, MGH

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33, MGH

Edgar F. Sanchez
Ph.: 256-544-0175
Fax: 256-544-9080
Email: Edgar.F.Sanchez@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

Hernandez Engineering, Inc.
17625 El Camino Real, Suite 300
Houston, TX 77058

CODE SAP ID# 100289 FACILITY CODE CAGE 2Y303

(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

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)*
PR No. 4200205659 PLI 1: $2,251,444

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:
	D. OTHER *(Specify type of modification and authority)* FAR Clauses 43.103(b) and 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$8,888,785
This Mod			0	$0	$0	$0	$2,251,444
New Total			$66,943,044	$0	$0	$0	$11,140,229

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)* Edgar F. Sanchez Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA **/s/Original Signed By** BY	16C. DATE SIGNED **08/21/07**
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $2,251,444 (pursuant to the limitation of funds clause) which provides contract funding coverage through September 17, 2007 as reflected in the contractor's electronic message dated August 21, 2007. The foregoing action is further implemented by the inclusion of the following modifications.

A. Under 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)
  - The funding coverage date is revised from August 11, 2007 to September 17, 2007.
- 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) (b)(4)
  - Revise the funding amount allotted for "Provisional, Award Fee" from (b)(4) by (b)(4)
  - No revision to the "Award Term Fee" amount of (b)(4)
  - Increase the "Total Sum Allotted" from $8,888,785 by $2,251,444 to $11,140,229.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 September 17, 2007.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional, Award Fee:			
Award Term Fee:			
Total Sum Allotted:	$8,888,785	$2,251,444	$11,140,229

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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 6						
Award Term 2	Year 7						
Award Term 3	Year 8						
Award Term 4	Year 9						
Award Term 5	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*** . The maximum potential award fee is **$ See Below*** . The maximum award term fee is **$ See Below*** . Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*** .

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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Table B-2: Summation of Task Orders

** **Contract Period Covered**	*** **Total Estimated Cost**	**Maximum Potential Award Fee**	**Total Award Fee Earned**	**Maximum Award Term Fee**	**Total Award Term Fee Earned**	**Total Task Order Value**
Base Year 1						
Fee Period 1						
Fee Period 2						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods

*** = Includes cost associated with PWS 2.0.

(End of clause)

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months, unless changed to twelve (12) months by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 September 17, 2007 .

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional, Award Fee:			
Award Term Fee:			
Total Sum Allotted:	$8,888,785	$ 2,251,444	$11,140,229

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
6	See Block 16C	4200222980	

6. ISSUED BY CODE PS33, MGH

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52, MBC

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)*

Hernandez Engineering, Inc.
17625 El Camino Real, Suite 300
Houston, TX 77058

CODE SAP ID# 100289 FACILITY CODE CAGE 2Y303

(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

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)*
PR No. 4200222980 PLI 1: $130,000.00

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 FAR Clauses 43.103(b) and 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values		Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0		$11,140,229
This Mod			0	$0	$0	$0		$ 130,000
New Total			$66,943,044	$0	$0	$0		$11,270,229

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)* Lynn P. Southgate Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY **ORIGINAL SIGNED BY LYNN P. SOUTHGATE**	16C. DATE SIGNED 09/25/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $130,000.00 (pursuant to the limitation of funds clause) which provides contract funding coverage through October 3, 2007, as reflected in the contractor's electronic message dated September 25, 2007. The foregoing action is further 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)
  - The funding coverage date is revised from September 17, 2007 to October 3, 2007.
- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for "Estimated Cost" from (b)(4) to $(b)(4)
  - Increase the "Total Sum Allotted" from $11,140,229 by $130,000 to $11,270,229.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 Lim 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 October 3, 2007.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional, Award Fee:			
Award Term Fee:			
Total Sum Allotted:	$11,140,229	$ 130,000	$11,270,229

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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 6						
Award Term 2	Year 7						
Award Term 3	Year 8						
Award Term 4	Year 9						
Award Term 5	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*** . The maximum potential award fee is **$ See Below*** . The maximum award term fee is **$ See Below*** . Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*** .

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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Table B-2: Summation of Task Orders

** **Contract Period Covered**	*** **Total Estimated Cost**	**Maximum Potential Award Fee**	**Total Award Fee Earned**	**Maximum Award Term Fee**	**Total Award Term Fee Earned**	**Total Task Order Value**
Base Year 1						
Fee Period 1						
Fee Period 2						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods

*** = Includes cost associated with PWS 2.0.

(End of clause)

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months, unless changed to twelve (12) months by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 September 17, 2007 .

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional, Award Fee:			
Award Term Fee:			
Total Sum Allotted:	$8,888,785	$ 2,251,444	$11,140,229

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
7	See Block 16C	See Block 12	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33, MGH	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52, MBC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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)*
PR No. 4200205431 PLI 1: $33,500.00; PR No. 4200223149 PLI 1: $3,370,225.00

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 FAR Clauses 43.103(b) and 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$11,270,229
This Mod			$0	$0	$0	$0	$3,403,725
New Total			$66,943,044	$0	$0	$0	$14,673,954

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)*
	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY **Original signed by Lynn P. Southgate**	09/26/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $3,403,725 (pursuant to the limitation of funds clause) which provides contract funding coverage through December 6, 2007, as reflected in the contractor's electronic message dated September 26, 2007. The foregoing action is further 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)
  - The funding coverage date is revised from October 3, 2007, to December 6, 2007.
- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for "Estimated Cost" from (b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from (b)(4)

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 December 6, 2007.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional, Award Fee:			
Award Term Fee:			
Total Sum Allotted:	$11,270,229	$3,403,725	$14,673,954

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
8	See Block 16C	4200223743	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33, MGH	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52, MBC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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)*
PR No. 4200223743 PLI 1

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 B.3 Award Fee and Award Term Fee for Service Contracts

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$14,673,954
This Mod			$0	$0	$0	$0	$ 300,000
New Total			$66,943,044	$0	$0	$0	$14,973,954

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)*
	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY **ORIGINAL SIGNED BY LYNN P. SOUTHGATE** *(Signature of Contracting Officer)*	10-29-2007

This modification is issued pursuant to Clause B.3 AWARD FEE AND AWARD TERM FOR SERVICE CONTRACTS, the Fee Determination Official's Award Fee Findings and Determination dated October 12, 2007, the contractor's acceptance letter dated October 12, 2007, and the "Limitation of Funds" clause.

The purpose of this modification is to provide award fee for the period February 1, 2007 through July 31, 2007. As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, entitled: "Contract Funding" is modified as follows:
Subparagraph (c) is modified as follows:

- Increase the funding amount allotted for "Estimated Cost" from (b)(4) to (b)(4).
- Decrease the funding amount allotted for "Provisional Award Fee" from (b)(4) by (b)(4).
- Increase the funding amount allotted for "Award Fee Earned" from $0 by $707,353 to $707,353.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-4	B-4
B-7	B-7

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

Table B-2: Summation of Task Orders

** **Contract Period Covered**	*** **Total Cost**	**Maximum Potential Award Fee**	**Total Award Fee Earned**	**Maximum Award Term Fee**	**Total Award Term Fee Earned**	**Total Task Order Value**
Base Year 1						
Fee Period 1	(b)(4)					
Fee Period 2						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods; *** = Includes cost associated with PWS 2.0..

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 December 6, 2007.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$14,673,954	$ 300,000	$14,973,954

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
9	See Block 16C	See Block 12	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33, MGH	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52, MBC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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)*
4200225540 PLI 1: $275,000.00 62QD10/6100.2511/62/FC000000/939904.02.14.08/000/2510/62/EXCX22007D/941A/1/2

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 email dated 11/6/07 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$14,973,954
This Mod			$0	$0	$0	$0	$275,000
New Total			$66,943,044	$0	$0	$0	$15,248,954

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)*
	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		ORIGINAL SIGNED BY BY **LYNN P. SOUTHGATE**	11-19-2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $275,000 (pursuant to the limitation of funds clause) which extends contract funding coverage through December 21, 2007, as reflected in the contractor's electronic message dated November 6, 2007. The foregoing action is further 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)
  - The funding coverage date is revised from December 6, 2007, to, December 21, 2007.
- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for "Estimated Cost" from (b)(4) to (b)(4).
  - Increase the "Total Sum Allotted" from $14,973,954 by $275,000 to $15,248,954.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 December 21, 2007.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$14,973,954	$ 275,000	$15,248,954

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
10	See Block 16C	4200227399	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33, MGH	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52, MBC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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 1.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).
	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 email dated 11/30/07 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$15,248,954
This Mod			$0	$0	$0	$0	$2,040,096
New Total			$66,943,044	$0	$0	$0	$17,289,050

Except as provide s 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)*
	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		ORIGINAL SIGNED BY BY **LYNN P. SOUTHGATE**	11/30/07
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

ACCOUNTING AND APPROPRIATION DATA

Accounting Info:
62QD20/6100.2511/62/FC000000/604746.03.01.08/000/2
510/62/ESAX22007D/234A/1/2 Cost Center: 62QD20 GI
Account: 6100.2511 Order: FC000000 WBS Element1:
604746.03.01.08 Item Number: 000 Commitment Item:
2510 Funds Center: 62 Fund: ESAX22007D Functional
Area: 234A
Funded: $(b)(4)
Accounting Info:
62QD30/6100.2511/62/FC000000/667560.08.04.01/000/2
510/62/ESAX22007D/743A/2/3 Cost Center: 62QD30 GI
Account: 6100.2511 Order: FC000000 WBS Element1:
667560.08.04.01 Item Number: 000 Commitment Item:
2510 Funds Center: 62 Fund: ESAX22007D Functional
Area: 743A
Funded: $(b)(4)
Accounting Info:
62QD30/6100.2511/62/FC000000/667560.08.01.01/000/2
510/62/EXCX22007D/743A/3/4 Cost Center: 62QD30 GI
Account: 6100.2511 Order: FC000000 WBS Element1:
667560.08.01.01 Item Number: 000 Commitment Item:
2510 Funds Center: 62 Fund: EXCX22007D Functional
Area: 743A
Funded: (b)(4)

The purpose of this modification is to provide incremental funding in the amount of $2,040,096 (pursuant to the limitation of funds clause) which extends contract funding coverage through February 4, 2008 as reflected in the contractor's electronic message dated November 30, 2007. The foregoing action is further 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)
  - The funding coverage date is revised from December 21, 2007, to February 4, 2008.
- 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 "Provisional Award Fee" from (b)(4) by (b)(4).
  - Increase the "Total Sum Allotted" from $15,248,954 by $2,040,096 to $17,289,050.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 February 4, 2008.

(b) An additional amount of $(b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$15,248,954	$2,040,096	$17,289,050

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
11	See Block 16C	4200229512	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33, MGH	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52, MBC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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)*
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.0/4.63/000/2510/64/ESAX22008D/234A/1/2

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 email dated 12/07/07 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$17,289,050
This Mod			$0	$0	$0	$0	$34,180
New Total			$66,943,044	$0	$0	$0	$17,323,230

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)*
	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		ORIGINAL SIGNED BY BY **LYNN P. SOUTHGATE**	12/10/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $34,180 (pursuant to the limitation of funds clause). The contract funding coverage date remains February 4, 2008, as reflected in the contractor's electronic message dated December 7, 2007. The foregoing action is further 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) to (b)(4)
  - Increase the funding amount allotted for "Provisional Award Fee" from (b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from $17,289,050 by $34,180 to $17,323,230.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 February 4, 2008.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$17,289,050	$ 34,180	$17,323,230

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
12	See Block 16C	4200236298	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33, MGH	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52, MBC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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 1.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).
	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 email dated 02/01/08 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$17,323,230
This Mod			$0	$0	$0	$0	$12,868,572
New Total			$66,943,044	$0	$0	$0	$30,191,802

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)*
	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY **Original signed by Lynn P. Southgate**	02-06-2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

62QD02/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22008D/538A/1/ Funded: (b)(4)

62QD30/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22008D/538A/2/ Funded:

62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22008D/538A/3/4 Funded: (b)(4)

62QD10/6100.2511/62/FC000000/939904.02.14.08/000/2510/62/EXCX22008D/941A/4/5 Funded:

62QD30/6100.2511/62/FC000000/136905.03.01.08.01/000/2510/62/ESAX22008D/234A/5/ Funded: (b)(4)

62QD30/6100.2511/62/FC000000/401769.06.02.02.02.0/1/000/2510/62/EXCX22008D/733B/6/7 Funded: (b)(4)

62QD30/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22008D/733B/7/8 Funded:

62QD30/6100.2511/62/FC000000/401769.06.08.02.04.0/2/000/2510/62/EXCX22008D/733B/8/9 Funded:

62QD30/6100.2511/62/FC000000/769347.05.08.17.01.0/1/000/2510/62/EXCX22008D/733B/9/10 Funded: (b)(4)

62QD30/6100.2511/62/FC000000/769347.05.08.16.01.0/1/000/2510/62/EXCX22008D/733B/10/ Funded (b)(4)

62QD30/6100.2511/62/FC000000/769347.05.08.05.01.0/1/000/2510/62/EXCX22008D/733B/11/Funded:

62QD22/6100.2511/62/FC000000/579487.02.06/000/2510/62/ESAX22007D/514A/12/13 Funded: (b)(4)

62QD10/6100.2511/62/FC000000/325288.01.08/000/2510/62/ESAX22008D/CMO/13/14 Funded:

62QD30/6100.2511/62/FC000000/644423.03.33.08/000/2510/62/ESAX22008D/234A/14/15 Funded: (b)(4)

62QD20/6100.2511/62/FC000000/511432.07.04/000/2510/62/ESAX22008D/431A/15/16 Funded: (b)(4)

62QD10/6100.2511/62/FC000000/325288.01.08/000/2510/62/ESAX22007D/CMO/16/17 Funded:

The purpose of this modification is to provide incremental funding in the amount of $12,868,572.00 pursuant to the limitation of funds clause. The contract funding coverage date is extended from February 4, 2008, through September 30, 2008, as reflected in the contractor's electronic message dated February 1, 2008. The foregoing action is further 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 "Provisional Award Fee" from (b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from $17,323,230 by $12,868,572 to $30,191,802.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 September 30, 2008.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$17,323,230	$12,868,572	$30,191,802

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
13	See Block 16C	4200239433	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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)*
62QD10/6100.2511/62/FC000000/510505.01.08.01.02/000/2510/62/EXCX22008D/863A/1/2

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 email dated 03/07/08 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$30,191,802
This Mod			$0	$0	$0	$0	$250,000
New Total			$66,943,044	$0	$0	$0	$30,441,802

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)*
	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		ORIGINAL SIGNED BY BY **LYNN P. SOUTHGATE**	03/11/2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $250,000.00 pursuant to the limitation of funds clause. The contract funding coverage date remains February September 30, 2008, as reflected in the contractor's electronic message dated March 7, 2008. The foregoing action is further 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) to $(b)(4)
  - Increase the funding amount allotted for "Provisional Award Fee" from $(b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from $30,191,802by $250,000 to $30,441,802.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 September 30, 2008.

(b) An additional amount of $(b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$30,191,802	$ 250,000	$30,441,802

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

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)*

Hernandez Engineering, Inc.
17625 El Camino Real, Suite 300
Houston, TX 77058

CODE SAP ID# 100289 FACILITY CODE CAGE 2Y303

(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

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: FAR 52.243-2 ; September 4, 2007, letter from MSFC Contracting Officer; January 18, 2008 letter from MSFC Procurement Officer
	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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$30,441,602
This Mod			$0	$0	$0	$0	$0
New Total			$66,943,044	$0	$0	$0	$30,441,802

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)*
Randall S. Reed Program Manager	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
ORIGINAL SIGNED BY RANDALL S. REED	03/27/2008	BY ORIGINAL SIGNED BY LYNN P. SOUTHGATE	03/27/2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to officially incorporate revised NASA FAR Supplement (NFS) 1852.204-76 (May 2007), Security Requirements for Unclassified Information Technology Resources, an updated Data Procurement Document, and an updated Statement of Work into the contract. This modification also changes the address of the NASA Designated Billing and Paying Offices from the Marshall Space Flight Center's Financial Management Office to the NASA Shared Services Center. As a result, the following changes are made with no additional cost to the Government:

A. The address contained in Block 12 of the Standard Form 26 is hereby deleted in its entirety and the following substituted therefor:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529

B. Clause G.2. is amended to reflect the change in payment office described in Item 1, above.

C. 1852.204-76, Security Requirements for Unclassified Information Technology Resources (NOV 2004), is hereby deleted from Section I.4 in its entirety and 1852.204-76, Security Requirements for Unclassified Information Technology Resources (MAY 2007), is substituted therefor.

D. Attachment J-1 is revised to reflect the changes to Attachment J-2. "The contractor shall prepare the information Technology Security Plan(s) in accordance with DRD1107CD-001" is hereby deleted from paragraph 7.6 of Attachment J-1 (Modification 4), Performance Work Statement.

E. The Attachment J-2 Data Procurement Document No. 1107 Revision A, dated July 12, 2007, is hereby replaced in its entirety by the Attachment J-2 Data Procurement Document No. 1107 Revision B dated March 26, 2008, which eliminates DRD 1107CD-001 in its entirety.

F. In order to reflect the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific areas(s) of change, vertical lines are shown in the right margin of the attached replacement page(s).

Item(s) Changed	Page(s) Deleted	Page(s) Added
G.2 1852.216-87, Submission of Vouchers for Payment	G-1 (Basic Award)	G-1 (Mod 14)
I.4 1852.204-76, Security Requirements for Unclassified Information Technology Resources	I-5 thru I-8 (Basic Award)	I-5 thru I-8 (Mod 14)
Attachment J-1, Performance Work Statement	J-1-25 (Basic Award)	J-1-25 (Modification 14)
Attachment J-2, Data Procurement Document No. 1107	J-2-1 thru J-2-29 (Modification 4)	J-2-1 thru J-2-33 (Modification 14)

G. All other terms and conditions remain unchanged in full force and effect.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1)

Clause Number	Title	Date

None included by reference.

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

Clause Number	Title	Date
1852.242-71	Travel Outside of the United States	Dec 1988
1852.242-73	NASA Contractor Financial Management Reporting	Nov 2004

(End of Clause)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services (NSSC)

Financial Management Division (FMD) – Accounts Payable
Building 1111, C, Road
Stennis Space Center, MS 39529

(2) For any period that the Defense Contract Audit Agency (DCAA) has authorized the Contractor to submit interim cost vouchers directly to the Government paying

I.2 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.3 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of "Secret". See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-12

(End of Clause)

I.4 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2007)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries

(NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1)9 through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

I.5 1852.215-84 OMBUDSMAN (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation Ombudsman, Ms. Robin N. Henderson, George C. Marshall Space Flight Center, DE01, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1919, facsimile: 256-544-7920, and e-mail address: Robin.N.Henderson@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail, james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(ALTERNATE I) (JUN 2000)

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of Clause)

This documentation shall include, but not be limited to, requirements definition, design definition, code documentation, users guides for operations personnel as well as end users, implementation plans and operations plans. Assure that all internal reviews and on-site coordination activities are completed. Provide user support functions for S&MA Management Information including training and real-time help for supported programs and processes.

7.6 The contractor shall provide computer security risk assessments of all S&MA databases and data applications in accordance with MPR 2810.1, "Security of Information Technology". The contractor shall prepare an Information Technology Security Plan that documents how the contractor and subcontractor personnel will utilize, in a secure manner commensurate with sensitivity of the information involved, those Federal computer systems and software applications managed by others. The contractor shall prepare a system-level Information Technology System Security Plan for each Federal general support computer system and major software application managed by contractor and subcontractor personnel in the performance of the contract. The security plan(s) shall be based on an assessment of risks and document the safeguards necessary to ensure sufficient electronic information availability, integrity, and confidentiality as required by NPR 2810.1. The contractor shall provide, review and revise information technology security plans per requirements. Coordinate information technology security-related initiatives for contract personnel.

8.0 PROJECT ASSURANCE SERVICES

Project Assurance Services shall be provided to all S&MA supported programs/projects.

8.1 S&MA Project Team Participation

8.1.1 The contractor shall coordinate the contractor S&MA activities with the S&MA project team leads to assure the proper execution of the S&MA project requirements.

8.1.2 The contractor shall serve as expert advisor on SRM&QA topics for project team meetings, technical interchange meetings, problem investigation and resolution efforts, and other routine project meetings.

8.1.3 The contractor shall participate in milestone reviews, data reviews, and safety reviews.

8.1.4 The contractor shall provide assessments of flight readiness in support of the S&MA input to the SMSR's and the Certificate of Flight Readiness for the MSFC

DATA PROCUREMENT DOC. NO. **1107** ISSUE **Revision B**

NNM07AA74C
CONTRACT/RFP

EXHIBIT NUMBER

J-2
ATTACHMENT NUMBER

Safety and Mission Assurance Services
PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Hernandez Engineering, Inc.
CONTRACTOR

March 26, 2008
DATE

National Aeronautics and
Space Administration

National Aeronautics and Space Administration

DOCUMENT CHANGE LOG

DATA PROCUREMENT DOC. NO. 1107 ISSUE **Revision B**

INCORPORATED REVISIONS
OUTSTANDING REVISIONS

AS OF: 03-26-08

SUPERSEDING: 07-12-07

PAGE:

AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS
	INTRO	SGR	DRL	DRD	
Contract Mod 4				X	Added the following DRD: 1107MA-012, Position Risk Designation for Non-NASA Employee
Contract Mod. 014			X	X	Deleted the following DRD: 1107CD-001, Information Technology Security Program Plan

MSFC - Form 3461-1 (Rev August 1970)

National Aeronautics and Space Administration **PAGE REVISION LOG**		DATA PROCUREMENT DOC. NO. ISSUE **1107 Revision B**	
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.	AS OF: 03-26-08	SUPERSEDING: 07-12-07	PAGE:

INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.

ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
DPD	ALL	Revision B			

MSFC - Form 3461-2 (Rev August 1970)

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	DESCRIPTION
LS	Logistics Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRD's.

1.2.4 Document Change Log (DCL) and Page Revision Log (PRL): The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPE	DESCRIPTION
1*	All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.

2* NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.

3 These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.

4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.

5 These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government

2.□.□ Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).

** Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.

*** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

2.2.□ Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is preferred. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Export Administration (BXA), United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
   1. Contract number.
   2. Data Requirements Description (DRD) number.
   3. DRD data type (specified in Item 3 on the DRD).
   4. Submission date or milestone being satisfied.
   5. Document number and revision.
   6. Document title.
   7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
   8. Distribution (as defined by the Contracting Officer's letter).
   9. Requested response date.
   10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.
   11. NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)
b. Printable electronic files or hardcopy data.

2.3.5 Use of the MSFC Documentation Repository: If Program/Project requires the contractor to transmit data directly to the Repository, Marshall Policy Directive (MPD) 2210.1 specifies the requirements for utilizing the Documentation Repository. Electronic data deliverables should be transmitted directly to the Repository via a secure web page, available at https://webpub.nis.nasa.gov/submittal/index.html.Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL) and raster image formats.

2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:

a. Method of reproduction – offset/xerography.
b. Finished size – 8 1/2" X 11".
c. Paper – 20-pound opaque bond.
d. Cover – Litho cover stock.
e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
g. Binding shall be the most economical method commensurate with the size of the report and its intended use.

2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.

2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.

2.8 Maintenance of Type 1 Document Submittals

2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).

2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.

2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page shall be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page shall be deleted by the current revision.

3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block shall be entered in the "Superseding" block.

3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.

3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

3.4 DPD Reissues

3.4.1 When conditions warrant, the DPD shall be reissued by NASA and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.

3.4.2 All revision symbols (vertical lines and contractual direction control numbers) shall be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Safety and Mission Assurance Services

Data Requirements List

DRD	DATA TYPE	TITLE	OPR
CD - Contract Data			
~~1107CD-001~~	~~2~~	~~Information Technology Security Plans~~	~~IS10~~
LS – Logistics Support			
1107LS-001	2	Government Property Management Plan	AS41
MA - Management			
1107MA-001	1	Management Plan	QD01
1107MA-002	2	Evaluation and Assessment Reports	QD01
1107MA-003	2	MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents	QD01
1107MA-004	2	Problem Assessment Center (PAC) Operations Plan	QD01
1107MA-005	2	Management Status Review (MSR) Input	QD01
1107MA-006	2	Organizational Conflict of Interest (OCI) Avoidance Plan	PS33
1107MA-007	3	Contractor Employee Clearance Document	AS50
1107MA-008	3	Financial Management Report (533M and 533Q)	CS40
1107MA-009	3	Bi-weekly Notes	QD01
1107MA-010	3	Badged Employee and Remote IT User List	AS50
1107MA-011	3	Make or Buy Plan	QD01
1107MA-012	3	Position Risk Designation for Non-NASA Employee(s)	AS50
SA - Safety			
1107SA-001	1	Personnel Training and Certification Plan	QD40
1107SA-002	2	Safety, Health, and Environmental (SHE) Plan	QD12/AS10
1107SA-003	3	Mishap and Safety Statistics Reports	QD12

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107LS-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1
6. **TITLE**: Government Property Management Plan
7. **DESCRIPTION/USE**: To describe the method of controlling and managing Government property.
8. **OPR**: AS41 9. **DM**: QD01
10. **DISTRIBUTION**: Cognizant property administrator
11. **INITIAL SUBMISSION**: Preliminary three months after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY**: Final one year after ATP, revise as required
13. **REMARKS**: This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP**: PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.

15.2 **APPLICABLE DOCUMENTS**:

FAR	*Federal Acquisition Regulation, Part 45*
NPR 5100.4B	*Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45* and latest revisions thereto

15.3 **CONTENTS**: The Government Property Management Plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

a. Property management.
b. Acquisition.
c. Receiving.
d. Identification.
e. Records.
f. Movement.
g. Storage.
h. Physical inventories.
i. Reports.
j. Consumption.
k. Utilization.
l. Maintenance.
m. Subcontractor control.
n. Disposition.
o. Contract close-out.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-001**
3. **DATA TYPE**: 1
4. **DATE REVISED**:
5. **PAGE**: 1/1
6. **TITLE**: Management Plan

7. **DESCRIPTION/USE**: To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 30 days after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Plan describes the contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling Task Order Requests (TORs), Task Order Plans (TOPs), Task Orders (TOs) and TO sub-elements, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Management Plan shall include:

a. Description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level II WBS task level.
b. Description of management concepts, plans, project management and task/control systems, organizational approach, approach to quality and communication channels between the contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-002**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Evaluation and Assessment Reports

7. **DESCRIPTION/USE**: To provide the S&MA Directorate with the information required to accomplish its mission in support of MSFC Programs and Projects.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: As required

12. **SUBMISSION FREQUENCY**: If requested, for each document evaluated and each milestone review.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 11.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Evaluation and Assessment Reports various types of reviews for comment, analyses and evaluations required by the Statement of Work.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Evaluation and Assessment Reports shall review comments, analyses and evaluations of various types of documents for the purpose of determining adequacy and compliance with requirements. Such as: NASA Handbooks, MSFC requirements documents, Level II requirements documents, contractor or Government drawings, specifications, FMEA's, CIL's, Hazard Analyses, Quality Plans and Procedures, Safety Plans, Test Plans and Procedures, Software, ECP/ECR/SCR's, OMI/OMRSD's, and other documents applicable to MSFC Programs and Projects.

The contractor shall detail deficiencies and make recommendations for approval, disapproval, and required changes. The contractor shall also provide trip reports.

15.4 **FORMAT**: Contractor format is acceptable as long as it fulfills the needs of the task managers.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-003**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents

7. **DESCRIPTION/USE**: To provide the S&MA Directorate with the plans, procedures, briefing materials and other documents required in accomplishment of SRM&QA activities.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: As required

12. **SUBMISSION FREQUENCY**: As required and requested by the S&MA Directorate.

13. **REMARKS**: Reference is made to NASA and MSFC Directives and Standards as applicable.

14. **INTERRELATIONSHIP**: PWS paragraph 11.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents various types of MSFC SRM&QA plans, procedures and requirements documents.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents shall be prepared for MSFC S&MA approval and use the various types of plans, procedures, and other documentation for MSFC in-house SRM&QA activities. Examples are quality plans and procedures, verification analyses, safety analyses, FMEA's, CIL's, reliability and maintainability analyses and assessments, and other types of documents detailed in the Statement of Work. They shall also have the capability of preparing charts (viewgraphs) and writing documents such as training plans and SRM&QA management plans. The documents shall be prepared in accordance with NASA or MSFC Directives and standards associated with the preparation of the different documents requested.

15.4 **FORMAT**: The contractor shall use the format established by the directives governing the preparation of the specific documents, otherwise contractor format will be acceptable.

15.5 **MAINTENANCE**: Maintained current by page revision or complete reissue to reflect all approved changes.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-004**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Problem Assessment Center (PAC) Operations Plan

7. **DESCRIPTION/USE**: To provide updates to the PAC Operations plan.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Sixty (60) days after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Revision as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 5.5.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Problem Assessment Center (PAC) Operations Plan identifies the organization, implementation and control of the PAC. The plan shall also identify the periodic reports the PAC will issue to fulfill customer needs.

15.2 **APPLICABLE DOCUMENTS**:

NSTS 08126	***Space Shuttle Problem Reporting and Corrective Action System Requirements***
SSP 30223	***International Space Station Program Problem Reporting and Corrective Action System Requirements***
XXX	**CLV PRACA documents when baselined**

15.3 **CONTENTS**: The PAC Operations Plan shall provide identification of the disciplines, controls and interfaces necessary to implement operation of the PAC, and shall satisfy the requirements of the documents listed in 15.2.

15.4 **FORMAT**: The format of the plan shall permit accommodation of special requirements of new projects via appendices. Generally, the order of tasks shall be in accordance with paragraph 5.5 of the PWS.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue. The Plan shall be reviewed at least once each year to identify necessary changes.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B 2. **DRD NO.**: **1107MA-005**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Management Status Review (MSR) Input

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress by task order (TO). To provide visibility to the contractor and MSFC Management of actual and potential problems and their progress toward meeting the requirements of the contract

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: First MSR after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Monthly thereafter. The report shall be submitted at the MSR.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraphs 2.0 and 2.7

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Status Review (MSR) Input provides a comprehensive status on all active TOs and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Management Status Review (MSR) Input shall include:

a. Review of work accomplished, including quantitative description, during the reporting period.
b. Discussion of non-routine tasks planned for the next reporting period.
c. Indication of any problems, which may impede performance or impact performance, schedule or cost.
d. Schedule with milestones.
e. Labor hours expended by labor category showing overtime hours separately.
f. Costs expended (by cost element) versus negotiated cost and TO/TO sub-element funding received.
g. Cost detail should be delineated in terms of those government unique project numbers (UPN) funding each TO/TO sub-element.
h. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.

15.4 **FORMAT**: Contractor format similar to government MSR charts is acceptable, hard copy charts with electronic presentation media is strongly encouraged.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B 2. **DRD NO.**: **1107MA-006**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Organizational Conflict of Interest (OCI) Avoidance Plan

7. **DESCRIPTION/USE**: To demonstrate to the Government that the Contractor, when using subject matter experts, will mitigate organizational conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects sensitive, proprietary data belonging to other contractors.

8. **OPR**: PS33 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 5 working days following Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as required

13. **REMARKS**: Reference is made to Contract Clauses H.2, H.3, H.14, and K.3; NFS Part 1809.505-4, "*Obtaining Access to Sensitive Information*;" NFS Part 1837.203-70, "*Providing Contractors Access to Sensitive Information*;" NFS Part 1837.203-71, "*Release of Contractor's Sensitive Information*;" NFS Part 1852.237-72, "*Access to Sensitive Information*;" and NFS 1852.237-73, "*Release of Sensitive Information*."

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Organizational Conflict of Interest Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated when using subject matter experts connected to any prime contractor or subcontractor performing design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC.

15.2 **APPLICABLE DOCUMENTS**: None

15.3. **CONTENTS**: The Organizational Conflict of Interest Avoidance Plan shall include the following:

a. Organizational conflicts of interest pertaining to impaired objectivity associated with the use of subject matter experts shall either:
   1. Warrant that the individuals have no conflicting business relationships as defined in Clauses H.2, H.3, and K.3 in the solicitation, or
   2. Describe all business relationships that might create a conflict with the performance work statement in this order by demonstrating:
      (a) That the management reporting chains between this order and the work performed by the technical subject matter experts for the conflicting business relationship are separated from each other.
      (b) That the subject matter experts when performing this order are physically separated from the portion of the company performing the work for the conflicting business relationships.
      (c) That each subject matter expert performing this order signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this order.
      (d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan **DRD NO.**: **1107MA-006**
DATA TYPE: 2 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

b. With regard to access to nonpublic information by the subject matter experts, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor receives. This plan shall include:

1. A provision that subject matter experts shall not disclose the proprietary/sensitive data relating to this order.
2. A provision that subject matter experts only shall use the proprietary/sensitive data relating to this order.
3. A provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
4. A provision that information technology shall be protected to prevent unauthorized disclosure of information.
5. A provision that employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
6. A requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts.
7. A requirement for periodic self-audits, the results of which shall be made available to the Government.
8. Initial and periodic refresher OCI training for the contractor and subject matter experts working on the order.
9. A Description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
10. Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
11. A provision requiring the contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.
12. A provision requiring the contractor to update the OCI Avoidance Plan for the subject matter experts upon occurrence of any event that will cause a change to the plan.

15.4 **FORMAT**: Contractor format is acceptable.

15.4**MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-007**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Contractor Employee Clearance Document

7. **DESCRIPTION/USE**: To ensure that badged contractor employees no longer requiring Center access properly clear all accounts upon termination of employment.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Immediately upon termination of employment.

12. **SUBMISSION FREQUENCY**: As required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 11.3

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts upon termination of employment.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.

15.4 **FORMAT**: MSFC Form 383-1, “Contractor Employee Clearance Document”.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-008**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Financial Management Report (533M and 533Q)

7. **DESCRIPTION/USE**: To provide quarterly and monthly financial reports for monitoring program costs. The 533M and 533Q reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts.

8. **OPR**: CS40 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: An initial report in the 533Q format is required within 30 working days after Authority to Proceed. Initial 533M reporting shall begin no later than 30 days after the incurrence of cost.
12. **SUBMISSION FREQUENCY**: 533Q: Quarterly; no later than the 15th day of the month preceding the quarter being reported in columns 8a, 8b, and 8c. 533M: Monthly; no later than 10 working days following the close of the contractor's accounting month.

13. **REMARKS**: The data contained in the reports shall be auditable using Generally Accepted Accounting Principles.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.

15.2 **APPLICABLE DOCUMENTS:**

NPR 9501.2D *NASA Contractor Financial Management Reporting*

15.3 **CONTENTS**: The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office. The Financial Management Reports (533M and 533Q) shall be prepared in accordance with the detailed instructions provided on the reverse side of the NASA Forms 533M and 533Q and the supplementary instructions set forth in NPR 9501.2D, Chapter 3.

a. 533Q Quarterly Report shall include actual cost and cost projections at the total contract level. The initial 533Q report shall reflect the original contract value detailed by negotiated reporting categories and serve as the original baseline plan.
b. 533M Monthly Report shall include actual cost and cost projections at the total contract level.

A summary level page reflecting cumulative total contract cost since inception shall be included. Reconciliation between the 533M/533Q and the Cost Performance Report (CPR) or Modified Cost Performance Report (M/CPR) shall be submitted as an attachment to the 533M/533Q Report.

A backup report shall be provided that identifies the following fields: Task Order (TO), TO/sub-element, reporting category, PR number, WBS, cost center, fund, current month actuals, cumulative actuals, funding received, variance next month's estimate and monthly actuals at the individual project/program level.

DRD Continuation Sheet

TITLE: Financial Management Report (533M and 533Q) **DRD NO.**: **1107MA-008**
DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

15.4 **FORMAT**: Contractor internal automated printout reports may be substituted for 533M/533Q forms (with NASA Contracting Officer's approval) provided that the contractor report contains all of the data elements required by NASA Forms 533M and 533Q. Electronic submission of contractor data is strongly encouraged (reference NPR 9501.2, paragraph 3.7).

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B 2. **DRD NO.**: **1107MA-009**
3. **DATA TYPE**: 3 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Bi-weekly Notes

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress. To provide visibility to contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: First bi-weekly note submittal after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Every two weeks to correspond with the input to the Center's bi-weekly note submittal or as directed by the COTR.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraphs 2.0 and 2.7

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Bi-weekly Notes provides a status on active tasks and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Bi-weekly Notes shall include:

a. Review of work accomplished.
b. Indications of any problems which may impede performance or impact performance, schedule or cost.
c. Any other information that may assist the technical evaluators in evaluating the contract.

15.4 **FORMAT**: Center bi-weekly note format is acceptable.

15.6 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-010**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Badged Employee and Remote IT User Listing

7. **DESCRIPTION/USE**: To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update quarterly or as personnel change occurs. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.

13. **REMARKS**: Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999), NPR 1600.1, *NASA Security Program Procedural Requirements*, and Homeland Security Policy Directive 12.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Badged Employee and Remote IT User Listing shall provide NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Badged Employee and Remote IT User Listing shall include the following information for each employee: employee's full name (first and middle names must be birth names), Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed [National Agency Check – Local Agency Checks and Credit Check (NACLC) or Single Scope Background Investigation (SSBI)] and the date it was completed.

15.4 **FORMAT**: Contractor format using Excel Spreadsheet is acceptable.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-011**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Make or Buy Plan

7. **DESCRIPTION/USE**: To outline and define those end items to be manufactured (make) or procured (buy).

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: With proposal

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**: Reference is made to FAR 15.407-2, *Make or Buy Programs*

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Make or Buy Plan establishes the content, format, and maintenance requirements for a "make or buy" plan of important components or subsystems.

15.2 **APPLICABLE DOCUMENTS**:
NFS 1852.215-78 *Make or Buy Program Requirements*

15.3 **CONTENTS**: The Make or Buy Plan shall contain the following in accordance with NFS 1852.215-78:

a. Description of each major item or work effort.
b. Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy."
c. For each item or work effort categorized as "can either make or buy", a proposed either to "make" or "buy".
d. Reasons for categorizing items and work effort as "must make" or "must buy" and proposing to "make" or "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the applicable evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization and proposal.
e. Designation of the offerer's plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
f. Identification of proposed subcontractors, if known, and their location and size status.
g. Any recommendation to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.

Note: The information required from a contractor in a make-or-buy plan shall be confined to those major items or work efforts that normally would require company management review of the make-or-buy decision because they are complex, costly, needed in large quantities, or require additional facilities to produce. Raw materials, commercial items, and off-the-shelf items shall not be included, unless their potential impact on contract cost or schedule is critical. Normally, make-or-buy programs should not include items or work efforts estimated to cost less than 1 percent of the total estimated contract price of any minimum dollar set by the agency.

15.4 **FORMAT**: Contractor format is acceptable. The plan shall be sub-divided to categorize each item by subsystem, major components, assemblies, subassemblies, and parts to be processed or manufactured.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-012**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Position Risk Designation for Non-NASA Employee(s)

7. **DESCRIPTION/USE**: To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, Chapter 4.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: The copy of the spreadsheet shall be submitted to Protective Services at the following address: Protective Services; Attn: Ms. Deborah Swafford; Building 4200, Room 222; MSFC, AL 35812 or deborah.g.swafford@nasa.gov.

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as personnel or position changes occur

13. **REMARKS**: Information shall be marked appropriately as subject to the Privacy Act of 1974 (Privacy Act Information [PAI]). The spreadsheet shall be used for all new hires and any current employees who have not previously submitted the required data on NASA Form 1760. All new hires must be noted as such on the spreadsheet.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Position Risk Designation for Non-NASA Employee provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.

15.2 **APPLICABLE DOCUMENTS**:

NPR 1600.1 *NASA Security Program Procedural Requirements*

15.3 **CONTENTS**: The Position Risk Designation for Non-NASA Employee shall contain the following information for each employee: Social Security Number (SSN), Last Name, First name, Middle Suffix, Date of Birth, City of Birth, County of Birth, State of Birth, Country of Birth, E-mail address, Telephone Number, Mission Essential Infrastructure (MEI) Required, Personnel Reliability Program (PRP) Required and Remote IT Access Only.

15.4 **FORMAT**: The Spreadsheet shall be provided in Microsoft Excel electronically via CD, delivered directly to Protective Services, or Encrypted Email (no other means of transmittal will be accepted).

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO**.: 1107 **ISSUE**: Revision B 2. **DRD NO**.: **1107SA-001**
3. **DATA TYP**E: 1 4. **DATE REVISE**D:
5. **PAG**E: 1/2

6. **TITLE**: Personnel Training and Certification Plan

7. **DESCRIPTION/US**E: To provide the contractor and the Government a baseline document for definition of training and personnel certification criteria and procedures to be implemented.

8. **OPR**: QD40 9. **DM**: QD01

10. **DISTRIBUTIO**N: Per Contracting Officer's letter

11. **INITIAL SUBMISSIO**N: Ten (10) days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENC**Y: Update as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 2.5

15. **DATA PREPARATION INFORMATIO**N:

15.1 **SCOPE**: The Personnel Training and Certification Plan provides for training, certification, and re-certification of personnel engaged in hazardous operations and performance of critical processes. The purpose of a training and certification program is to assure that all personnel are capable of performing their duties and work assignments without endangering themselves, fellow employees, equipment and/or facilities.

15.2 **APPLICABLE DOCUMENTS**:

MPR 8715.1	*Marshall Safety, Health, and Environmental (SHE) Program*
MPR 3410.1	*Training*
MWI 3410.1	*Personnel Certification Program*
MWI 3410.2	*Personnel Certification for NDE*
QD10-QA-022	*Visual Weld Inspection*
ANSI B31.1	*Code for Power Piping*
ANSI B31.3	*Code for Chemical Plant and Refinery Piping*
ANSI/AWS D1.1	*Structural Welding Code/Steel*
ANSI/AWS D1.2	*Structural Welding Code/Aluminum*
NPR 8715.3	*NASA Safety Manual*

15.3 **CONTENTS**: The Personnel Training and Certification Plan shall include criteria which relate to work classification and skills, education, experience, training, and other qualifications necessary to assure safe and efficient operation and maintenance of inspection and test stand systems and high quality workmanship. The plan shall fulfill the requirements of the applicable documents listed in 15.2 and include:

a. Training and certification program.
   1. General.
      (a) Program description.
      (b) Program administration.
      (c) Certification duration.
      (d) Definitions.
      (e) Job description summaries.
      (f) Task assignments per job description.
      (g) Skills required per job description.

DRD Continuation Sheet

TITLE: Personnel Training and Certification Plan **DRD NO.**: **1107SA-001**
DATA TYPE: 1 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

2. Certification requirements/skills.
   (a) Education.
   (b) Experience/work history.
   (c) Specialized training.
   (d) Physical condition/attitude.
3. Certification process.
   (a) Supervision responsibilities.
   (b) Certifying authority.
   (c) Formal/informal examination.
   (d) Proficiency demonstration.
4. Certification documentation.

b. Specific skills requiring training and proficiency shall include:
   1. Schematic and drawing comprehension.
   2. Test and launch operations.

c. Specific skills requiring certification and proficiency shall include:
   1. Solid propellant inspection *.
   2. Confined space *.
   3. Welding inspection and nondestructive evaluation (NDE).
   4. Program Critical Hardware (PCH) *.
   5. Lifting Equipment Training Certified Examiner.
   6. Propellant and Explosive Handler *.
   7. Risk Management Course Instructors (NASA Headquarters provided training, travel required).

* Training provided by the Government at MSFC.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107SA-002**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/3

6. **TITLE**: Safety, Health, and Environmental (SHE) Plan

7. **DESCRIPTION/USE**: To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program in accordance with NFS 1852.223-73.

8. **OPR**: AS10/QD12 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Preliminary with proposal

12. **SUBMISSION FREQUENCY**: Ten days after Authority to Proceed (ATP); update as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: NFS 1852.223-70, *Safety and Health;* NFS 1852.223-73, *Safety and Health Plan*; FAR 52.223-10, *Waste Reduction Program.* DRD 1107SA-003, *Mishap and Safety Statistics Report*. PWS paragraph 2.3

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Safety, Health, and Environmental Plan describes the contractor's method of implementing occupational safety, health, and environmental standards over the duration of the contract.

15.2 **APPLICABLE DOCUMENTS**: Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).

29 CFR 1910	*Department of Labor; Occupational Safety and Health Administration Standards for General Industry*
29 CFR 1926	*Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry*
40 CFR	*Protection of the Environment*

ANSI Standards applicable to the scope of this contract

ASME Boiler and Pressure Vessel Code

MPR 1040.3	*MSFC Emergency Plan*
MPR 1840.3	*MSFC Hazardous Chemicals in Laboratories Protection Program*
MPR 1840.1	*MSFC Confined Space Entries*
MPD 1860.2	*MSFC Radiation Safety Program*
MPR 1810.1	*MSFC Occupational Medicine*
MPD 1840.3	*MSFC Respiratory Protection Program*
MPD 1840.2	*MSFC Hearing Conservation Program*
MPD 1840.1	*MSFC Environmental Health Program*
MPR 1840.2	*MSFC Hazard Communication Program*
MPD 1860.1	*Laser Safety*
MPR 1800.1	*Bloodborne Pathogens*
MWI 3410.1	*Personnel Certification Program*
MPR 8715.1	*Marshall Safety, Health and Environmental (SHE) Program*
MPD 8900.1	*Medical Operations Responsibilities for Human Space Flight Programs* (NOTE: This document only applies to Space Station contracts)

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1107SA-002**
DATA TYPE: 2 **PAGE**: 2/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

NFPA Standards	*National Fire Codes*
NPR 8715.3	*NASA Safety Manual*
NASA-STD-8719.11	*Safety Standard for Fire Protection*

15.3 **CONTENTS**: The Safety, Health, and Environmental Plan shall describe the manner in which the contractor implements the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed and updated when necessary. The Safety, Health and Environmental Plan shall clearly state if the contracted effort contain potentially hazardous or non-hazardous operations and fully address the following applicable topics:

a. Management leadership and employee involvement:
   1. Statement of management policy and commitment to provide for the safety and health of personnel (i.e., employees, customers, and public) and property, and compliance with EPA, OSHA and NASA requirements.
   2. Description of procedures for insuring management and employees are held accountable for implementing their task in a safe and healthful manner through motivational techniques, disciplinary program, or other innovative techniques.
   3. Descriptions of safety, health, environmental awareness and motivation programs that, include documented safety meetings and safety awareness training for employees. (Onsite Safety meeting statistics shall be documented in the Supervisors Safety Web page: http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP_login.taf)
   4. Method of program evaluation that, identify the methods and frequency for internal evaluation of the safety, health, and environmental program.
   5. Method to ensure the Flowdown of safety responsibilities between all company levels and subcontractors, when applicable.
   6. Identification by title the individual who will be responsible for the implementation of the SHE program elements.
   7. Method to ensure compliance with MPR 8715.1, when work will be performed onsite at MSFC.

b. System and worksite analysis:
   1. Methods of hazard identification, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.
   2. Descriptions of OSHA programs that require documented programs (e.g., Respiratory Protection, Hazard Communication, Confined Space, and Lockout/Tagout, etc. Include the interrelationships with the MSFC programs.) (Note: Only programs applicable to the contracted effort need to be addressed.)
   3. Requirements for formal worksite safety inspections as required by OSHA, to including schedule and documentation requirements. Onsite OSHA inspections are performed by NASA.
   4. Requirements for documented supervisors' safety visits. Onsite safety visits shall be performed once per month per supervisor and documented in the Supervisors Safety Web page.

c. Hazard prevention and control:
   1. Methods to identify potentially hazardous operations and generate plans, procedures, and other working documents which clearly identify the hazardous situations and the necessary cautions taken to mitigate the hazard; an annual review of the plans and procedures; and, MSFC Safety Department concurrence for onsite hazardous procedures. A list of identified potentially hazardous operations will be provided in the SHE plan.
   2. Method of ensuring controls over the procurement, storage, issuance, and use of hazardous substances and procedures for recycling and disposal of hazardous waste in accordance with MPR 8500.1.
   3. Method of ensuring a documented emergency management program. Include a list of emergency points of contract. (Note: Onsite contractors may use MPR 1040.3.)
   4. Method of investigating all mishaps and close calls to determine root cause, including an outline of reporting requirements. (Reference DRD 1107SA-003, *Mishap and Safety Statistics Report*).

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1107SA-002**
DATA TYPE: 2 **PAGE**: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

5. Method for providing safety, health, and environmental services applicable to the contracted effort such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication. (These services can be provided by MSFC for onsite work.)
6. Method for employees to suspend work where safety or environmental conditions warrant such action.

d. Safety and health training:

1. Method for training each employee to recognize hazards, avoid accidents, know the hazards specific to their job, and understand the disciplinary program.
2. Method for training and certification of personnel performing potentially hazardous operations. Identify the job categories under the contracted effort that require certification in accordance with MWI 3410.1, "Personnel Certification Program". Personnel Certification for onsite identified job categories shall be tracked in the MSFC Certification Database (CERTRAK) in accordance with MWI 3410.1. (NOTE: offsite contracts shall list the job categories under the contracted effort that require OSHA documented training and certification.)

e. Environmental compliance - Provisions for compliance with environmental laws and regulations by: reporting hazardous and toxic substance use; implementing and reporting green procurements in accordance with MWI 8540.2; reducing, reusing, and recycling of hazardous and toxic substances prior to disposal; minimizing stormwater pollution; ensuring equipment and processes permitted by applicable laws; and disposing of solid and liquid materials as permitted by applicable laws.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107SA-003**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Mishap and Safety Statistics Reports

7. **DESCRIPTION/USE**: To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.

8. **OPR**: QD50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**:
    a. Safety Statistics (e.g., contract number, subcontractors, NAIC codes, number of employees, number of supervisors, hours worked, etc.): submitted on MSFC Form 4371 by the 10th of each month following Authority to Proceed (ATP).
    b. Mishaps, Close Calls, and serious non-occupational injuries or illnesses
        1. Type A or B mishaps, high visibility mishaps or close calls, and onsite Type C lost time injury or illness: Immediate telephone notification to the Contracting Officer, and Industrial Safety (256-544-0046 or 4-HELP, Safety Option) so that Center Director notifies the NASA Administrator within 24 hours of occurrence or awareness. Include location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person and phone number.
        2. Non-occupational fatality or serious injury occurring onsite or to an onsite contractor employee: Notification to Contracting Officer and S&MA so that Center Director notifies the NASA Administrator within 24 hour of occurrence or awareness. (Offsite non-occupational injury or illness notification is at the discretion of the family.)
        3. a. All Onsite MSFC mishaps and close calls: (**applicable to onsite contractors only**): NASA Initial Safety Incident Report within 4 hours of occurrence or awareness on MSFC Form 4370 or equivalent either by telephone 256-544-4357 (4-HELP); Safety Option or electronically by Quick Incident. Report at https://msfcsma3.msfc.nasa.gov/s&ma_01/mishap/index.htm.
           b. Offsite Mishaps and Close Calls Type C and below: Initial notification by next MSFC 4371.
        4. All Mishaps (Type A, B, C, Incidents and Close Calls): Mishap Report NASA Form 1627 or electron update of NASA Incident Reporting Information System (IRIS) record within 6 calendar days of Mishap.
        5. Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report after completion of investigation.
        6. All Mishaps: Monthly Follow-up Corrective Action Plan/Status as required until closed.

12. **SUBMISSION FREQUENCY**:
    a. MSFC Form 4370 or electronic equivalent - Each occurrence of a mishap except as identified in section 11.b.
    b. NASA Form 1627 or electronic equivalent - Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
    c. MSFC Form 4371 - By the 10th of each month.
    d. Mishap Board Report – Each occurrence of a Type A or B mishap, or as directed by Center management.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: DRD 1107SA-002, *Safety, Health, and Environmental (SHE) Plan.* PWS paragraph 2.3

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports **DRD NO.**: **1107SA-003**
DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.

15.2 **APPLICABLE DOCUMENTS**:

NPR 8621.1 ***NASA Procedural Requirements for Mishap Reporting, Investigating, and Recordkeeping***

MWI 8621.1 ***Close Call and Mishap Reporting and Investigation Program***

15.3 **CONTENTS**: The Mishap and Safety Statistics Reports shall contain the information required by NPR 8621.1 and MWI 8621.1. The contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.

15.4 **FORMAT**: The following formats or electronic equivalent shall be submitted:

a. MSFC Form 4370, "MSFC Flash Mishap Report."
b. NASA Form 1627, "NASA Mishap Report."
c. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics."
d. Mishap Board Report using the format provided in NPR 8621.1.

15.5 **MAINTENANCE**: None required

DATA PROCUREMENT DOC. NO. **1107** ISSUE **Revision B**

NNM07AA74C
CONTRACT/RFP

EXHIBIT NUMBER

J-2
ATTACHMENT NUMBER

Safety and Mission Assurance Services
PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Hernandez Engineering, Inc.
CONTRACTOR

March 26, 2008
DATE

National Aeronautics and
Space Administration

MSFC - Form 3461 (Rev September 1989)

National Aeronautics and Space Administration **DOCUMENT CHANGE LOG**					DATA PROCUREMENT DOC. NO. ISSUE **1107 Revision B**	
INCORPORATED REVISIONS OUTSTANDING REVISIONS				AS OF: 03-26-08	SUPERSEDING: 07-12-07	PAGE:
AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
	INTRO	SGR	DRL	DRD		
Contract Mod 4				X	Added the following DRD: 1107MA-012, Position Risk Designation for Non-NASA Employee	
Contract Mod. 014			X	X	Deleted the following DRD: 1107CD-001, Information Technology Security Program Plan	

MSFC - Form 3461-1 (Rev August 1970)

National Aeronautics and Space Administration **PAGE REVISION LOG**		DATA PROCUREMENT DOC. NO. ISSUE **1107 Revision B**	
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.	AS OF: 03-26-08	SUPERSEDING: 07-12-07	PAGE:

INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.

ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
DPD	ALL	Revision B			

MSFC - Form 3461-2 (Rev August 1970)

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	DESCRIPTION
LS	Logistics Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRD's.

1.2.4 Document Change Log (DCL) and Page Revision Log (PRL): The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPE	DESCRIPTION
1*	All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.

2* NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.

3 These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.

4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.

5 These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government

2.□.□ Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).

** Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.

*** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

2.2.□ Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is preferred. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Export Administration (BXA), United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
    1. Contract number.
    2. Data Requirements Description (DRD) number.
    3. DRD data type (specified in Item 3 on the DRD).
    4. Submission date or milestone being satisfied.
    5. Document number and revision.
    6. Document title.
    7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
    8. Distribution (as defined by the Contracting Officer's letter).
    9. Requested response date.
    10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.
    11. NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)
b. Printable electronic files or hardcopy data.

2.3.5 Use of the MSFC Documentation Repository: If Program/Project requires the contractor to transmit data directly to the Repository, Marshall Policy Directive (MPD) 2210.1 specifies the requirements for utilizing the Documentation Repository. Electronic data deliverables should be transmitted directly to the Repository via a secure web page, available at https://webpub.nis.nasa.gov/submittal/index.html.Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL) and raster image formats.

2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:

a. Method of reproduction – offset/xerography.
b. Finished size – 8 1/2" X 11".
c. Paper – 20-pound opaque bond.
d. Cover – Litho cover stock.
e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
g. Binding shall be the most economical method commensurate with the size of the report and its intended use.

2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.

2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.

2.8 Maintenance of Type 1 Document Submittals

2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).

2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.

2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page shall be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page shall be deleted by the current revision.

3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block shall be entered in the "Superseding" block.

3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.

3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

3.4 DPD Reissues

3.4.1 When conditions warrant, the DPD shall be reissued by NASA and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.

3.4.2 All revision symbols (vertical lines and contractual direction control numbers) shall be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Safety and Mission Assurance Services

Data Requirements List

DRD	DATA TYPE	TITLE	OPR
CD - Contract Data			
~~1107CD-001~~	~~2~~	~~Information Technology Security Plans~~	~~IS10~~
LS – Logistics Support			
1107LS-001	2	Government Property Management Plan	AS41
MA - Management			
1107MA-001	1	Management Plan	QD01
1107MA-002	2	Evaluation and Assessment Reports	QD01
1107MA-003	2	MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents	QD01
1107MA-004	2	Problem Assessment Center (PAC) Operations Plan	QD01
1107MA-005	2	Management Status Review (MSR) Input	QD01
1107MA-006	2	Organizational Conflict of Interest (OCI) Avoidance Plan	PS33
1107MA-007	3	Contractor Employee Clearance Document	AS50
1107MA-008	3	Financial Management Report (533M and 533Q)	CS40
1107MA-009	3	Bi-weekly Notes	QD01
1107MA-010	3	Badged Employee and Remote IT User List	AS50
1107MA-011	3	Make or Buy Plan	QD01
1107MA-012	3	Position Risk Designation for Non-NASA Employee(s)	AS50
SA - Safety			
1107SA-001	1	Personnel Training and Certification Plan	QD40
1107SA-002	2	Safety, Health, and Environmental (SHE) Plan	QD12/AS10
1107SA-003	3	Mishap and Safety Statistics Reports	QD12

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107LS-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1
6. **TITLE**: Government Property Management Plan
7. **DESCRIPTION/USE**: To describe the method of controlling and managing Government property.
8. **OPR**: AS41 9. **DM**: QD01
10. **DISTRIBUTION**: Cognizant property administrator
11. **INITIAL SUBMISSION**: Preliminary three months after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY**: Final one year after ATP, revise as required
13. **REMARKS**: This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP**: PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.

15.2 **APPLICABLE DOCUMENTS**:

FAR	*Federal Acquisition Regulation, Part 45*
NPR 5100.4B	*Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45* and latest revisions thereto

15.3 **CONTENTS**: The Government Property Management Plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

a. Property management.
b. Acquisition.
c. Receiving.
d. Identification.
e. Records.
f. Movement.
g. Storage.
h. Physical inventories.
i. Reports.
j. Consumption.
k. Utilization.
l. Maintenance.
m. Subcontractor control.
n. Disposition.
o. Contract close-out.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-001**
3. **DATA TYPE**: 1
4. **DATE REVISED**:
5. **PAGE**: 1/1
6. **TITLE**: Management Plan

7. **DESCRIPTION/USE**: To provide a description of the contractor's overall management system and organization for accomplishing the requirements set forth in the contract.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 30 days after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Plan describes the contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling Task Order Requests (TORs), Task Order Plans (TOPs), Task Orders (TOs) and TO sub-elements, and management interfaces. The plan shall be in such detail as necessary to convey the contractor's internal procedures.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Management Plan shall include:

a. Description of the project tasks to be accomplished and an outline of methods by which the contractor proposes to accomplish each task down to the Level II WBS task level.
b. Description of management concepts, plans, project management and task/control systems, organizational approach, approach to quality and communication channels between the contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-002**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Evaluation and Assessment Reports

7. **DESCRIPTION/USE**: To provide the S&MA Directorate with the information required to accomplish its mission in support of MSFC Programs and Projects.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: As required

12. **SUBMISSION FREQUENCY**: If requested, for each document evaluated and each milestone review.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 11.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Evaluation and Assessment Reports various types of reviews for comment, analyses and evaluations required by the Statement of Work.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Evaluation and Assessment Reports shall review comments, analyses and evaluations of various types of documents for the purpose of determining adequacy and compliance with requirements. Such as: NASA Handbooks, MSFC requirements documents, Level II requirements documents, contractor or Government drawings, specifications, FMEA's, CIL's, Hazard Analyses, Quality Plans and Procedures, Safety Plans, Test Plans and Procedures, Software, ECP/ECR/SCR's, OMI/OMRSD's, and other documents applicable to MSFC Programs and Projects.

The contractor shall detail deficiencies and make recommendations for approval, disapproval, and required changes. The contractor shall also provide trip reports.

15.4 **FORMAT**: Contractor format is acceptable as long as it fulfills the needs of the task managers.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B 2. **DRD NO.**: **1107MA-003**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents

7. **DESCRIPTION/USE**: To provide the S&MA Directorate with the plans, procedures, briefing materials and other documents required in accomplishment of SRM&QA activities.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: As required

12. **SUBMISSION FREQUENCY**: As required and requested by the S&MA Directorate.

13. REMARKS**: Reference is made to NASA and MSFC Directives and Standards as applicable.**

14. **INTERRELATIONSHIP**: PWS paragraph 11.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents various types of MSFC SRM&QA plans, procedures and requirements documents.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The MSFC Safety, Reliability, Maintainability and Quality Assurance (SRM&QA) Documents shall be prepared for MSFC S&MA approval and use the various types of plans, procedures, and other documentation for MSFC in-house SRM&QA activities. Examples are quality plans and procedures, verification analyses, safety analyses, FMEA's, CIL's, reliability and maintainability analyses and assessments, and other types of documents detailed in the Statement of Work. They shall also have the capability of preparing charts (viewgraphs) and writing documents such as training plans and SRM&QA management plans. The documents shall be prepared in accordance with NASA or MSFC Directives and standards associated with the preparation of the different documents requested.

15.4 **FORMAT**: The contractor shall use the format established by the directives governing the preparation of the specific documents, otherwise contractor format will be acceptable.

15.5 **MAINTENANCE**: Maintained current by page revision or complete reissue to reflect all approved changes.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B 2. **DRD NO.**: **1107MA-004**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Problem Assessment Center (PAC) Operations Plan

7. **DESCRIPTION/USE**: To provide updates to the PAC Operations plan.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Sixty (60) days after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Revision as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 5.5.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Problem Assessment Center (PAC) Operations Plan identifies the organization, implementation and control of the PAC. The plan shall also identify the periodic reports the PAC will issue to fulfill customer needs.

15.2 **APPLICABLE DOCUMENTS**:

NSTS 08126	*Space Shuttle Problem Reporting and Corrective Action System Requirements*
SSP 30223	*International Space Station Program Problem Reporting and Corrective Action System Requirements*
XXX	CLV PRACA documents when baselined

15.3 **CONTENTS**: The PAC Operations Plan shall provide identification of the disciplines, controls and interfaces necessary to implement operation of the PAC, and shall satisfy the requirements of the documents listed in 15.2.

15.4 **FORMAT**: The format of the plan shall permit accommodation of special requirements of new projects via appendices. Generally, the order of tasks shall be in accordance with paragraph 5.5 of the PWS.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue. The Plan shall be reviewed at least once each year to identify necessary changes.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B 2. **DRD NO.**: **1107MA-005**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Management Status Review (MSR) Input

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress by task order (TO). To provide visibility to the contractor and MSFC Management of actual and potential problems and their progress toward meeting the requirements of the contract

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: First MSR after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Monthly thereafter. The report shall be submitted at the MSR.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraphs 2.0 and 2.7

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Status Review (MSR) Input provides a comprehensive status on all active TOs and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Management Status Review (MSR) Input shall include:

a. Review of work accomplished, including quantitative description, during the reporting period.
b. Discussion of non-routine tasks planned for the next reporting period.
c. Indication of any problems, which may impede performance or impact performance, schedule or cost.
d. Schedule with milestones.
e. Labor hours expended by labor category showing overtime hours separately.
f. Costs expended (by cost element) versus negotiated cost and TO/TO sub-element funding received.
g. Cost detail should be delineated in terms of those government unique project numbers (UPN) funding each TO/TO sub-element.
h. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.

15.4 **FORMAT**: Contractor format similar to government MSR charts is acceptable, hard copy charts with electronic presentation media is strongly encouraged.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B 2. **DRD NO.**: **1107MA-006**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Organizational Conflict of Interest (OCI) Avoidance Plan

7. **DESCRIPTION/USE**: To demonstrate to the Government that the Contractor, when using subject matter experts, will mitigate organizational conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects sensitive, proprietary data belonging to other contractors.

8. **OPR**: PS33 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 5 working days following Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as required

13. **REMARKS**: Reference is made to Contract Clauses H.2, H.3, H.14, and K.3; NFS Part 1809.505-4, "*Obtaining Access to Sensitive Information*;" NFS Part 1837.203-70, "*Providing Contractors Access to Sensitive Information*;" NFS Part 1837.203-71, "*Release of Contractor's Sensitive Information*;" NFS Part 1852.237-72, "*Access to Sensitive Information*;" and NFS 1852.237-73, "*Release of Sensitive Information*."

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Organizational Conflict of Interest Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated when using subject matter experts connected to any prime contractor or subcontractor performing design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC.

15.2 **APPLICABLE DOCUMENTS**: None

15.3. **CONTENTS**: The Organizational Conflict of Interest Avoidance Plan shall include the following:

a. Organizational conflicts of interest pertaining to impaired objectivity associated with the use of subject matter experts shall either:
   1. Warrant that the individuals have no conflicting business relationships as defined in Clauses H.2, H.3, and K.3 in the solicitation, or
   2. Describe all business relationships that might create a conflict with the performance work statement in this order by demonstrating:
      (a) That the management reporting chains between this order and the work performed by the technical subject matter experts for the conflicting business relationship are separated from each other.
      (b) That the subject matter experts when performing this order are physically separated from the portion of the company performing the work for the conflicting business relationships.
      (c) That each subject matter expert performing this order signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this order.
      (d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan **DRD NO.**: **1107MA-006**
DATA TYPE: 2 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

b. With regard to access to nonpublic information by the subject matter experts, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor receives. This plan shall include:

1. A provision that subject matter experts shall not disclose the proprietary/sensitive data relating to this order.
2. A provision that subject matter experts only shall use the proprietary/sensitive data relating to this order.
3. A provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
4. A provision that information technology shall be protected to prevent unauthorized disclosure of information.
5. A provision that employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
6. A requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts.
7. A requirement for periodic self-audits, the results of which shall be made available to the Government.
8. Initial and periodic refresher OCI training for the contractor and subject matter experts working on the order.
9. A Description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
10. Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
11. A provision requiring the contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.
12. A provision requiring the contractor to update the OCI Avoidance Plan for the subject matter experts upon occurrence of any event that will cause a change to the plan.

15.4 **FORMAT**: Contractor format is acceptable.

15.4**MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-007**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Contractor Employee Clearance Document

7. **DESCRIPTION/USE**: To ensure that badged contractor employees no longer requiring Center access properly clear all accounts upon termination of employment.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Immediately upon termination of employment.

12. **SUBMISSION FREQUENCY**: As required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 11.3

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts upon termination of employment.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.

15.4 **FORMAT**: MSFC Form 383-1, “Contractor Employee Clearance Document”.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B 2. **DRD NO.**: **1107MA-008**
3. **DATA TYPE**: 3 4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Financial Management Report (533M and 533Q)

7. **DESCRIPTION/USE**: To provide quarterly and monthly financial reports for monitoring program costs. The 533M and 533Q reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts.

8. **OPR**: CS40 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: An initial report in the 533Q format is required within 30 working days after Authority to Proceed. Initial 533M reporting shall begin no later than 30 days after the incurrence of cost.
12. **SUBMISSION FREQUENCY**: 533Q: Quarterly; no later than the 15th day of the month preceding the quarter being reported in columns 8a, 8b, and 8c. 533M: Monthly; no later than 10 working days following the close of the contractor's accounting month.

13. **REMARKS**: The data contained in the reports shall be auditable using Generally Accepted Accounting Principles.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:
15.1 **SCOPE**: The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.

15.2 **APPLICABLE DOCUMENTS:**
NPR 9501.2D *NASA Contractor Financial Management Reporting*

15.3 **CONTENTS**: The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office. The Financial Management Reports (533M and 533Q) shall be prepared in accordance with the detailed instructions provided on the reverse side of the NASA Forms 533M and 533Q and the supplementary instructions set forth in NPR 9501.2D, Chapter 3.

a. 533Q Quarterly Report shall include actual cost and cost projections at the total contract level. The initial 533Q report shall reflect the original contract value detailed by negotiated reporting categories and serve as the original baseline plan.
b. 533M Monthly Report shall include actual cost and cost projections at the total contract level.

A summary level page reflecting cumulative total contract cost since inception shall be included. Reconciliation between the 533M/533Q and the Cost Performance Report (CPR) or Modified Cost Performance Report (M/CPR) shall be submitted as an attachment to the 533M/533Q Report.

A backup report shall be provided that identifies the following fields: Task Order (TO), TO/sub-element, reporting category, PR number, WBS, cost center, fund, current month actuals, cumulative actuals, funding received, variance next month's estimate and monthly actuals at the individual project/program level.

DRD Continuation Sheet

TITLE: Financial Management Report (533M and 533Q) **DRD NO.**: **1107MA-008**

DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

15.4 **FORMAT**: Contractor internal automated printout reports may be substituted for 533M/533Q forms (with NASA Contracting Officer's approval) provided that the contractor report contains all of the data elements required by NASA Forms 533M and 533Q. Electronic submission of contractor data is strongly encouraged (reference NPR 9501.2, paragraph 3.7).

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B 2. **DRD NO.**: **1107MA-009**
3. **DATA TYPE**: 3 4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Bi-weekly Notes

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress. To provide visibility to contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: First bi-weekly note submittal after Authority to Proceed (ATP).

12. **SUBMISSION FREQUENCY**: Every two weeks to correspond with the input to the Center's bi-weekly note submittal or as directed by the COTR.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraphs 2.0 and 2.7

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Bi-weekly Notes provides a status on active tasks and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Bi-weekly Notes shall include:
a. Review of work accomplished.
b. Indications of any problems which may impede performance or impact performance, schedule or cost.
c. Any other information that may assist the technical evaluators in evaluating the contract.

15.4 **FORMAT**: Center bi-weekly note format is acceptable.

15.6 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-010**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Badged Employee and Remote IT User Listing

7. **DESCRIPTION/USE**: To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update quarterly or as personnel change occurs. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.

13. **REMARKS**: Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999), NPR 1600.1, *NASA Security Program Procedural Requirements*, and Homeland Security Policy Directive 12.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Badged Employee and Remote IT User Listing shall provide NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Badged Employee and Remote IT User Listing shall include the following information for each employee: employee's full name (first and middle names must be birth names), Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed [National Agency Check – Local Agency Checks and Credit Check (NACLC) or Single Scope Background Investigation (SSBI)] and the date it was completed.

15.4 **FORMAT**: Contractor format using Excel Spreadsheet is acceptable.

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-011**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Make or Buy Plan

7. **DESCRIPTION/USE**: To outline and define those end items to be manufactured (make) or procured (buy).

8. **OPR**: QD01 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: With proposal

12. **SUBMISSION FREQUENCY**: Revise as required

13. **REMARKS**: Reference is made to FAR 15.407-2, *Make or Buy Programs*

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Make or Buy Plan establishes the content, format, and maintenance requirements for a "make or buy" plan of important components or subsystems.

15.2 **APPLICABLE DOCUMENTS**:
NFS 1852.215-78 *Make or Buy Program Requirements*

15.3 **CONTENTS**: The Make or Buy Plan shall contain the following in accordance with NFS 1852.215-78:

a. Description of each major item or work effort.
b. Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy."
c. For each item or work effort categorized as "can either make or buy", a proposed either to "make" or "buy".
d. Reasons for categorizing items and work effort as "must make" or "must buy" and proposing to "make" or "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the applicable evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization and proposal.
e. Designation of the offerer's plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
f. Identification of proposed subcontractors, if known, and their location and size status.
g. Any recommendation to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.

Note: The information required from a contractor in a make-or-buy plan shall be confined to those major items or work efforts that normally would require company management review of the make-or-buy decision because they are complex, costly, needed in large quantities, or require additional facilities to produce. Raw materials, commercial items, and off-the-shelf items shall not be included, unless their potential impact on contract cost or schedule is critical. Normally, make-or-buy programs should not include items or work efforts estimated to cost less than 1 percent of the total estimated contract price of any minimum dollar set by the agency.

15.4 **FORMAT**: Contractor format is acceptable. The plan shall be sub-divided to categorize each item by subsystem, major components, assemblies, subassemblies, and parts to be processed or manufactured.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107MA-012**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/1

6. **TITLE**: Position Risk Designation for Non-NASA Employee(s)

7. **DESCRIPTION/USE**: To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, Chapter 4.

8. **OPR**: AS50 9. **DM**: QD01

10. **DISTRIBUTION**: The copy of the spreadsheet shall be submitted to Protective Services at the following address: Protective Services; Attn: Ms. Deborah Swafford; Building 4200, Room 222; MSFC, AL 35812 or deborah.g.swafford@nasa.gov.

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as personnel or position changes occur

13. **REMARKS**: Information shall be marked appropriately as subject to the Privacy Act of 1974 (Privacy Act Information [PAI]). The spreadsheet shall be used for all new hires and any current employees who have not previously submitted the required data on NASA Form 1760. All new hires must be noted as such on the spreadsheet.

14. **INTERRELATIONSHIP**: PWS paragraph 2.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Position Risk Designation for Non-NASA Employee provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.

15.2 **APPLICABLE DOCUMENTS**:

NPR 1600.1 *NASA Security Program Procedural Requirements*

15.3 **CONTENTS**: The Position Risk Designation for Non-NASA Employee shall contain the following information for each employee: Social Security Number (SSN), Last Name, First name, Middle Suffix, Date of Birth, City of Birth, County of Birth, State of Birth, Country of Birth, E-mail address, Telephone Number, Mission Essential Infrastructure (MEI) Required, Personnel Reliability Program (PRP) Required and Remote IT Access Only.

15.4 **FORMAT**: The Spreadsheet shall be provided in Microsoft Excel electronically via CD, delivered directly to Protective Services, or Encrypted Email (no other means of transmittal will be accepted).

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO**.: 1107 **ISSUE**: Revision B 2. **DRD NO**.: **1107SA-001**
3. **DATA TYP**E: 1 4. **DATE REVISE**D:
5. **PAG**E: 1/2

6. **TITLE**: Personnel Training and Certification Plan

7. **DESCRIPTION/US**E: To provide the contractor and the Government a baseline document for definition of training and personnel certification criteria and procedures to be implemented.

8. **OPR**: QD40 9. **DM**: QD01

10. **DISTRIBUTIO**N: Per Contracting Officer's letter

11. **INITIAL SUBMISSIO**N: Ten (10) days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENC**Y: Update as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 2.5

15. **DATA PREPARATION INFORMATIO**N:

15.1 **SCOPE**: The Personnel Training and Certification Plan provides for training, certification, and re-certification of personnel engaged in hazardous operations and performance of critical processes. The purpose of a training and certification program is to assure that all personnel are capable of performing their duties and work assignments without endangering themselves, fellow employees, equipment and/or facilities.

15.2 **APPLICABLE DOCUMENTS**:

MPR 8715.1	*Marshall Safety, Health, and Environmental (SHE) Program*
MPR 3410.1	*Training*
MWI 3410.1	*Personnel Certification Program*
MWI 3410.2	*Personnel Certification for NDE*
QD10-QA-022	*Visual Weld Inspection*
ANSI B31.1	*Code for Power Piping*
ANSI B31.3	*Code for Chemical Plant and Refinery Piping*
ANSI/AWS D1.1	*Structural Welding Code/Steel*
ANSI/AWS D1.2	*Structural Welding Code/Aluminum*
NPR 8715.3	*NASA Safety Manual*

15.3 **CONTENTS**: The Personnel Training and Certification Plan shall include criteria which relate to work classification and skills, education, experience, training, and other qualifications necessary to assure safe and efficient operation and maintenance of inspection and test stand systems and high quality workmanship. The plan shall fulfill the requirements of the applicable documents listed in 15.2 and include:

a. Training and certification program.
   1. General.
      (a) Program description.
      (b) Program administration.
      (c) Certification duration.
      (d) Definitions.
      (e) Job description summaries.
      (f) Task assignments per job description.
      (g) Skills required per job description.

DRD Continuation Sheet

TITLE: Personnel Training and Certification Plan **DRD NO.**: **1107SA-001**
DATA TYPE: 1 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

2. Certification requirements/skills.
   (a) Education.
   (b) Experience/work history.
   (c) Specialized training.
   (d) Physical condition/attitude.
3. Certification process.
   (a) Supervision responsibilities.
   (b) Certifying authority.
   (c) Formal/informal examination.
   (d) Proficiency demonstration.
4. Certification documentation.

b. Specific skills requiring training and proficiency shall include:
   1. Schematic and drawing comprehension.
   2. Test and launch operations.

c. Specific skills requiring certification and proficiency shall include:
   1. Solid propellant inspection *.
   2. Confined space *.
   3. Welding inspection and nondestructive evaluation (NDE).
   4. Program Critical Hardware (PCH) *.
   5. Lifting Equipment Training Certified Examiner.
   6. Propellant and Explosive Handler *.
   7. Risk Management Course Instructors (NASA Headquarters provided training, travel required).

* Training provided by the Government at MSFC.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B 2. **DRD NO.**: **1107SA-002**
3. **DATA TYPE**: 2 4. **DATE REVISED**:
5. **PAGE**: 1/3

6. **TITLE**: Safety, Health, and Environmental (SHE) Plan

7. **DESCRIPTION/USE**: To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program in accordance with NFS 1852.223-73.

8. **OPR**: AS10/QD12 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Preliminary with proposal

12. **SUBMISSION FREQUENCY**: Ten days after Authority to Proceed (ATP); update as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: NFS 1852.223-70, *Safety and Health;* NFS 1852.223-73, *Safety and Health Plan*; FAR 52.223-10, *Waste Reduction Program.* DRD 1107SA-003, *Mishap and Safety Statistics Report*. PWS paragraph 2.3

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Safety, Health, and Environmental Plan describes the contractor's method of implementing occupational safety, health, and environmental standards over the duration of the contract.

15.2 **APPLICABLE DOCUMENTS**: Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).

29 CFR 1910	*Department of Labor; Occupational Safety and Health Administration Standards for General Industry*
29 CFR 1926	*Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry*
40 CFR	*Protection of the Environment*

ANSI Standards applicable to the scope of this contract

ASME Boiler and Pressure Vessel Code

MPR 1040.3	*MSFC Emergency Plan*
MPR 1840.3	*MSFC Hazardous Chemicals in Laboratories Protection Program*
MPR 1840.1	*MSFC Confined Space Entries*
MPD 1860.2	*MSFC Radiation Safety Program*
MPR 1810.1	*MSFC Occupational Medicine*
MPD 1840.3	*MSFC Respiratory Protection Program*
MPD 1840.2	*MSFC Hearing Conservation Program*
MPD 1840.1	*MSFC Environmental Health Program*
MPR 1840.2	*MSFC Hazard Communication Program*
MPD 1860.1	*Laser Safety*
MPR 1800.1	*Bloodborne Pathogens*
MWI 3410.1	*Personnel Certification Program*
MPR 8715.1	*Marshall Safety, Health and Environmental (SHE) Program*
MPD 8900.1	*Medical Operations Responsibilities for Human Space Flight Programs* (NOTE: This document only applies to Space Station contracts)

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1107SA-002**
DATA TYPE: 2 **PAGE**: 2/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

NFPA Standards	*National Fire Codes*
NPR 8715.3	*NASA Safety Manual*
NASA-STD-8719.11	*Safety Standard for Fire Protection*

15.3 **CONTENTS**: The Safety, Health, and Environmental Plan shall describe the manner in which the contractor implements the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed and updated when necessary. The Safety, Health and Environmental Plan shall clearly state if the contracted effort contain potentially hazardous or non-hazardous operations and fully address the following applicable topics:

a. Management leadership and employee involvement:
   1. Statement of management policy and commitment to provide for the safety and health of personnel (i.e., employees, customers, and public) and property, and compliance with EPA, OSHA and NASA requirements.
   2. Description of procedures for insuring management and employees are held accountable for implementing their task in a safe and healthful manner through motivational techniques, disciplinary program, or other innovative techniques.
   3. Descriptions of safety, health, environmental awareness and motivation programs that, include documented safety meetings and safety awareness training for employees. (Onsite Safety meeting statistics shall be documented in the Supervisors Safety Web page: http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP_login.taf)
   4. Method of program evaluation that, identify the methods and frequency for internal evaluation of the safety, health, and environmental program.
   5. Method to ensure the Flowdown of safety responsibilities between all company levels and subcontractors, when applicable.
   6. Identification by title the individual who will be responsible for the implementation of the SHE program elements.
   7. Method to ensure compliance with MPR 8715.1, when work will be performed onsite at MSFC.

b. System and worksite analysis:
   1. Methods of hazard identification, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.
   2. Descriptions of OSHA programs that require documented programs (e.g., Respiratory Protection, Hazard Communication, Confined Space, and Lockout/Tagout, etc. Include the interrelationships with the MSFC programs.) (Note: Only programs applicable to the contracted effort need to be addressed.)
   3. Requirements for formal worksite safety inspections as required by OSHA, to including schedule and documentation requirements. Onsite OSHA inspections are performed by NASA.
   4. Requirements for documented supervisors' safety visits. Onsite safety visits shall be performed once per month per supervisor and documented in the Supervisors Safety Web page.

c. Hazard prevention and control:
   1. Methods to identify potentially hazardous operations and generate plans, procedures, and other working documents which clearly identify the hazardous situations and the necessary cautions taken to mitigate the hazard; an annual review of the plans and procedures; and, MSFC Safety Department concurrence for onsite hazardous procedures. A list of identified potentially hazardous operations will be provided in the SHE plan.
   2. Method of ensuring controls over the procurement, storage, issuance, and use of hazardous substances and procedures for recycling and disposal of hazardous waste in accordance with MPR 8500.1.
   3. Method of ensuring a documented emergency management program. Include a list of emergency points of contract. (Note: Onsite contractors may use MPR 1040.3.)
   4. Method of investigating all mishaps and close calls to determine root cause, including an outline of reporting requirements. (Reference DRD 1107SA-003, *Mishap and Safety Statistics Report*).

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1107SA-002**
DATA TYPE: 2 **PAGE**: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

5. Method for providing safety, health, and environmental services applicable to the contracted effort such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication. (These services can be provided by MSFC for onsite work.)
6. Method for employees to suspend work where safety or environmental conditions warrant such action.

d. Safety and health training:

1. Method for training each employee to recognize hazards, avoid accidents, know the hazards specific to their job, and understand the disciplinary program.
2. Method for training and certification of personnel performing potentially hazardous operations. Identify the job categories under the contracted effort that require certification in accordance with MWI 3410.1, "Personnel Certification Program". Personnel Certification for onsite identified job categories shall be tracked in the MSFC Certification Database (CERTRAK) in accordance with MWI 3410.1. (NOTE: offsite contracts shall list the job categories under the contracted effort that require OSHA documented training and certification.)

e. Environmental compliance - Provisions for compliance with environmental laws and regulations by: reporting hazardous and toxic substance use; implementing and reporting green procurements in accordance with MWI 8540.2; reducing, reusing, and recycling of hazardous and toxic substances prior to disposal; minimizing stormwater pollution; ensuring equipment and processes permitted by applicable laws; and disposing of solid and liquid materials as permitted by applicable laws.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1107 **ISSUE**: Revision B
2. **DRD NO.**: **1107SA-003**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Mishap and Safety Statistics Reports

7. **DESCRIPTION/USE**: To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.

8. **OPR**: QD50 9. **DM**: QD01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**:
    a. Safety Statistics (e.g., contract number, subcontractors, NAIC codes, number of employees, number of supervisors, hours worked, etc.): submitted on MSFC Form 4371 by the 10th of each month following Authority to Proceed (ATP).
    b. Mishaps, Close Calls, and serious non-occupational injuries or illnesses
        1. Type A or B mishaps, high visibility mishaps or close calls, and onsite Type C lost time injury or illness: Immediate telephone notification to the Contracting Officer, and Industrial Safety (256-544-0046 or 4-HELP, Safety Option) so that Center Director notifies the NASA Administrator within 24 hours of occurrence or awareness. Include location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person and phone number.
        2. Non-occupational fatality or serious injury occurring onsite or to an onsite contractor employee: Notification to Contracting Officer and S&MA so that Center Director notifies the NASA Administrator within 24 hour of occurrence or awareness. (Offsite non-occupational injury or illness notification is at the discretion of the family.)
        3. a. All Onsite MSFC mishaps and close calls: (**applicable to onsite contractors only**): NASA Initial Safety Incident Report within 4 hours of occurrence or awareness on MSFC Form 4370 or equivalent either by telephone 256-544-4357 (4-HELP); Safety Option or electronically by Quick Incident. Report at https://msfcsma3.msfc.nasa.gov/s&ma_01/mishap/index.htm.
           b. Offsite Mishaps and Close Calls Type C and below: Initial notification by next MSFC 4371.
        4. All Mishaps (Type A, B, C, Incidents and Close Calls): Mishap Report NASA Form 1627 or electron update of NASA Incident Reporting Information System (IRIS) record within 6 calendar days of Mishap.
        5. Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report after completion of investigation.
        6. All Mishaps: Monthly Follow-up Corrective Action Plan/Status as required until closed.

12. **SUBMISSION FREQUENCY**:
    a. MSFC Form 4370 or electronic equivalent - Each occurrence of a mishap except as identified in section 11.b.
    b. NASA Form 1627 or electronic equivalent - Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
    c. MSFC Form 4371 - By the 10th of each month.
    d. Mishap Board Report – Each occurrence of a Type A or B mishap, or as directed by Center management.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: DRD 1107SA-002, *Safety, Health, and Environmental (SHE) Plan.* PWS paragraph 2.3

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports **DRD NO.**: **1107SA-003**
DATA TYPE: 3 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.

15.2 **APPLICABLE DOCUMENTS**:

NPR 8621.1 *NASA Procedural Requirements for Mishap Reporting, Investigating, and Recordkeeping*
MWI 8621.1 *Close Call and Mishap Reporting and Investigation Program*

15.3 **CONTENTS**: The Mishap and Safety Statistics Reports shall contain the information required by NPR 8621.1 and MWI 8621.1. The contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.

15.4 **FORMAT**: The following formats or electronic equivalent shall be submitted:

a. MSFC Form 4370, "MSFC Flash Mishap Report."
b. NASA Form 1627, "NASA Mishap Report."
c. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics."
d. Mishap Board Report using the format provided in NPR 8621.1.

15.5 **MAINTENANCE**: None required

I.2 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.3 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of "Secret". See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-12

(End of Clause)

I.4 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2007)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall

be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of “level 1” information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor

personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1)9 through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

I.5 1852.215-84 OMBUDSMAN (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation Ombudsman, Ms. Robin N. Henderson, George C. Marshall Space Flight Center, DE01, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1919, facsimile: 256-544-7920, and e-mail address: Robin.N.Henderson@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail, james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(ALTERNATE I) (JUN 2000)

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
15	See Block 16C	See Page 1.a.	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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 1.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).
	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 email dated 05/30/08 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$30,441,802
This Mod			$0	$0	$0	$0	$1,717,661
New Total			$66,943,044	$0	$0	$0	$32,159,463

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)*
	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		ORIGINAL SIGNED BY BY **LYNN P. SOUTHGATE**	05-30-2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

REQUISITION/PURCHASE REQ. NO./ACCOUNTING AND APPROPRIATION DATA

4200250630:
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62CS10/6100.2511/62/FC000000/292487.08.08.06/000/2510/62/ESAX22008D/CMO/17/19

4200253876:
62QD20/6100.2511/62/FC000000/939904.02.14.08/000/2510/62/EXCX22008D/941A/1/2

(b)(4)

The purpose of this modification is to provide incremental funding in the amount of $1,717,661.00 pursuant to the limitation of funds clause. The contract funding coverage date remains September 30, 2008, as reflected in the contractor's electronic message dated May 30, 2008. The foregoing action is further 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 "Provisional Award Fee" from $(b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from $30,441,802 by $1,717,661 to $32,159,463.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 September 30, 2008.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$30,441,802	$ 1,717,661	$32,159,463

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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: Unilateral modification pursuant to Clause B.3 Award Fee and Award Term Fee for Service Contracts
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 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) CURRENT THROUGH BASE YEAR 1			
	Total Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$0	$0	$0	$32,159,463
This Mod			$0	$15,294,014	$1,453,462	$16,747,476	$0
New Total			$66,943,044	$15,294,014	$1,453,462	$16,747,476	$32,159,463

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)*	
		Lynn P. Southgate Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY ORIGINAL SIGNED BY LYNN P. SOUTHGATE	06/26/2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

This modification is issued pursuant to Clause B.3 AWARD FEE AND AWARD TERM FOR SERVICE CONTRACTS, the Fee Determination Official's Award Fee Findings and Determination dated May 5, 2008, the contractor's acceptance letter dated May 12, 2008, and the "Limitation of Funds" clause.

The purpose of this modification is to provide award fee for the period August 1, 2007, through January 31, 2008. As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Decrease the funding amount allotted for "Estimated Cost" from (b)(4) by (b)(4).
- Decrease the funding amount allotted for "Provisional Award Fee" from $(b)(4) by (b)(4).
- Increase the funding amount allotted for "Award Fee Earned" from (b)(4) to $(b)(4)

B. 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	Page(s) Added
B-4	B-4
B-7	B-7

All other terms and conditions of contract NNM07AA74C remain unchanged.

NNM06AA74C Table B-2: Summation of Task Orders

** **Contract Period Covered**	*** **Total Cost**	**Maximum Potential Award Fee**	**Total Award Fee Earned**	**Maximum Award Term Fee**	**Total Award Term Fee Earned**	**Total Task Order Value**
Base Year 1						
Fee Period 1	(b)(4)					
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods; *** = Includes cost associated with PWS 2.0..

(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 September 30, 2008.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$32,159,463	$ 0	$32,159,463

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
17	See Block 16C	4200257827	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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)*
62QD10/6100.2511/62/FC000000/325288.01.08/000/2510/62/ESAX22008D/CMO/1/2

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 email dated 06/25/08 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	$15,294,014	$1,453,462	$16,747,476	$32,159,463
This Mod			$0	$0	$0	$0	$500,000
New Total			$66,943,044	$15,294,014	$1,453,462	$16,747,476	$32,659,463

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)*
	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		ORIGINAL SIGNED BY BY **LYNN P. SOUTHGATE**	06/26/2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $500,000.00 pursuant to the limitation of funds clause. The contract funding coverage date remains September 30, 2008, as reflected in the contractor's electronic message dated June 25, 2008. The foregoing action is further 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) to (b)(4)
  - Increase the funding amount allotted for "Provisional Award Fee" from (b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from $32,159,463 by $500,000 to $32,659,463.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7	B-7

C. 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 co following estimated period of performance: February 1, 2007 through September 30, 2008.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$ 32,159,463	$ 500,000	$32,659,463

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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: FAR 52.243-2 ; November 28,2007 email from MSFC Contracting Officer; 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.

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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	(b)(4)			$32,659,463
This Mod			$0				$0
New Total			$66,943,044				$32,659,463

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)*
Randall S. Reed Program Manager	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
ORIGINAL SIGNED BY RANDALL S. REED	07/09/2008	ORIGINAL SIGNED BY BY LYNN P. SOUTHGATE	07/28/2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this no-cost modification is to incorporate MSFC 52.223-93, Advanced Notification of Contractor Employee Discipline or Involuntary Termination (Feb 2008) into the contract.

This modification also corrects the Estimated Cost value incorporated into Table B-2 Summation of Task Orders by Modification 16. This correction results from the application of the credit received on Voucher No. 000046 to the cost of Base Year 1.

As a result, the following changes are made:

A. The cost of Base Year 1, Fee Period 2 is hereby reduced from (b)(4) to (b)(4), with an associated reduction in the total cost of Base Year 1 from (b)(4) to (b)(4), and an associated change in the Total Task Order Value of Base year 1 from (b)(4)

B. MSFC 52.223-93, Advanced Notification of Contractor Employee Discipline or Involuntary Termination (Feb 2008) is hereby incorporated into Section H of the contract as Clause H.19.

C. In order to reflect the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific areas(s) of change, vertical lines are shown in the right margin of the attached replacement page(s).

Item(s) Changed	Page(s) Deleted	Page(s) Added
Table B-2: Summary of Task Orders	B-4 (Mod 16)	B-4 (Mod 18)
H.19 MSFC 52.223-93 Advanced Notification of Contractor Employee Discipline or Involuntary Termination	H-22 (Basic Award)	H-22 (Mod 18)

C. All other terms and conditions remain unchanged in full force and effect.

NNM06AA74C Table B-2: Summation of Task Orders

** Contract Period Covered	*** Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1						
Fee Period 1	(b)(4)					
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods; *** = Includes cost associated with PWS 2.0..

(End of clause)

(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 52.223-93 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (FEB 2008)

The Contractor agrees to coordinate with the Investigations Unit Lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations Unit Lead Investigator in the MSFC Protective Services Office if any of its onsite employees exhibit any established indicators of potentially violent behavior.

(End of clause)

[END OF SECTION]

NNM06AA74C Table B-2: Summation of Task Orders

** Contract Period Covered	*** Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1						
Fee Period 1	(b)(4)					
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods; *** = Includes cost associated with PWS 2.0..

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 3

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 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 2Y303

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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	(b)(4)			$32,659,463
This Mod			$0				$2,498,678
New Total			$66,943,044				$35,158,141

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)*	
		Lynn P. Southgate Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY ORIGINAL SIGNED BY LYNN P. SOUTHGATE *(Signature of Contracting Officer)*	7-29-2008

REQUISITION/PURCHASE REQ. NO./ACCOUNTING AND APPROPRIATION DATA

4200260181:
62QD10/6100.2511/62/FC000000/136905.03.01.08.01/000/2510/62/ESAX22008D/234A/1/2 (b)(4)
62QD10/6100.2511/62/FC000000/325288.01.08/000/2510/62/ESAX22008D/CMO/2/3
62QD10/6100.2511/62/FC000000/136905.03.01.08.01/000/2510/62/ESAX22008D/234A/1/43
4200259812:
64PA00/6100.2511/64/FC000000/417230.03.01/000/2510/64/EXCX22008D/538A/1/2
64PA00/6100.2511/64/FC000000/750271.03.09/000/2510/64/EXCX22008D/734A/2/3
4200262094:
62QD30/6100.2511/62/FC000000/197009.10.02.01.04/000/2510/62/EXCX22008D/538A/1/2
TOTAL

The purpose of this no-cost modification is to revise the frequency of the remaining award fee evaluations from every 6 months to every 12 months. This modification also provides incremental funding in the amount of $2,498,678, pursuant to the limitation of funds clause. Funds in the amount of $2,498,678 will fund performance through December 19, 2008, as reflected in the contractor's electronic message dated July 18, 2008.

As a result, the following changes are made:

A. **NNM06AA74C Table B-2: Summation of Task Orders** is herby deleted in its entirety and replaced by the attached Table B-2.

B. Clause B.3 Award Fee and Award Term Fee for Service Contracts, paragraph 1(b), is hereby deleted in its entirety and the following substituted therefor:

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months , unless the frequency is changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

C. 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 "Provisional Award Fee" from (b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from $32,659,463 by $2,498,678 to $35,158,141.

D In order to reflect the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific areas(s) of change, vertical lines are shown in the right margin of the attached replacement page(s).

Item(s) Changed	Page(s) Deleted	Page(s) Added
Table B-2: Summary of Task Orders	B-4 (Mod 16)	B-4 (Mod 19)
B.3 Award Fee and Award Term Fee for Service Contracts	B-5 (Basic Award)	B-5 (Mod 19)
B.6 Contract Funding	B-7 (Mod 17)	B-7 (Mod 19)

E. All other terms and conditions remain unchanged in full force and effect.

NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1						
Fee Period 1	(b)(4)					
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Option 1						
Fee Period 4						
Option 2						
Fee Period 5						
Option 3						
Fee Period 6						
Award Term Period 1						
Fee Period 7						
Award Term Period 2						
Fee Period 8						
Award Term Period 3						
Fee Period 9						
Award Term Period 4						
Fee Period 10						
Award Term Period 5						
Fee Period 11						
TOTALS						

* = Includes cost associated with PWS 2.0..

(End of clause)

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months , unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

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 December 19, 2008.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$ 32,659,463	$ 2,498,678	$ 35,158,141

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

NNM06AA74C Table B-2: Summation of Task Orders

** Contract Period Covered	*** Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1						
Fee Period 1	(b)(4)					
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Fee Period 4						
Option 1						
Fee Period 5						
Fee Period 6						
Option 2						
Fee Period 7						
Fee Period 8						
Option 3						
Fee Period 9						
Fee Period 10						
Award Term Period 1						
Fee Period 11						
Fee Period 12						
Award Term Period 2						
Fee Period 13						
Fee Period 14						
Award Term Period 3						
Fee Period 15						
Fee Period 16						
Award Term Period 4						
Fee Period 17						
Fee Period 18						
Award Term Period 5						
Fee Period 19						
Fee Period 20						
TOTALS						

** = 6 month evaluation periods; *** = Includes cost associated with PWS 2.0..

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Unilateral modification pursuant to FAR Subpart 42.12 – Novation and Change of Name Agreements

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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	(b)(4)			$35,158,141
This Mod			$0				$0
New Total			$66,943,044				$35,158,141

Except as provide of the document refe s 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)*	
		Lynn P. Southgate Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY **ORIGINAL SIGNED BY LYNN P. SOUTHGATE**	08/27/2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to incorporate a novation agreement between Hernandez Engineering, Inc., Bastion Technologies, Inc., and the United States Government (NASA/MSFC) under the authority contained in FAR 42.12. This contract and all previous modifications made between the Government and Hernandez Engineering, Inc., (Transferor, CAGE Code 2Y303) are modified to indicate that Bastion Technologies, Inc. (Transferee, CAGE Code 1PM71) is the successor-in-interest to Bastion Technologies, Inc., in and to this contract. As a result, the following changes are made with no additional cost to the Government:

A. Attachment J-16, Novation Agreement, is added to Contract NNM07AA74C.

B. In order to reflect the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific areas(s) of change, vertical lines are shown in the right margin of the attached replacement page(s).

Item(s) Changed	Page(s) Deleted	Page(s) Added
Section J – LIST OF ATTACHMENTS	J-i (Basic)	J-i (Mod 20)
Attachment J-16, Novation Agreement		4: Attachment J-16 (Mod 20)

C. All other terms and conditions remain unchanged in full force and effect.

CONTRACT NNM07AA74C

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment	Title	Pages
J-l	Performance Work Statement (PWS) (Includes Section J Table of Contents)	29
J-2	Data Procurement Document	37
J-3	SCA Wage Determination	10
J-4	S&MA Tools/Databases/Software Packages Referred to in the PWS	13
J-5	Make or Buy Plan	4
J-6	A Complete Government Mapping of all Labor Category Position Descriptions Required/Anticipated to Perform all WBS/PWS Elements of the S&MA Services Contract	17
J-7	Installation-Provided Property and Service	1
J-8	Applicable Regulations and Procedures	5
J-9	Schedule of Fully Burdened Labor Rates (Prime & Subcontractors)	4
J-10	Task Flow Process	2
J-11	Work Breakdown Structure Summary Chart	1
J-12	DOD Form DD 254 Contract Security Classification and Specification	2
J-13	Safety, Health, and Environmental (SHE) Plan	1
J-14	Safety Health Management Implementation Guide and Assessment Matrix	3
J-15	Acronym List	8
J-16	Novation Agreement	4

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment	Title	Pages
J-l	Performance Work Statement (PWS) (Includes Section J Table of Contents)	29
J-2	Data Procurement Document	37
J-3	SCA Wage Determination	10
J-4	S&MA Tools/Databases/Software Packages Referred to in the PWS	13
J-5	Make or Buy Plan	4
J-6	A Complete Government Mapping of all Labor Category Position Descriptions Required/Anticipated to Perform all WBS/PWS Elements of the S&MA Services Contract	17
J-7	Installation-Provided Property and Service	1
J-8	Applicable Regulations and Procedures	5
J-9	Schedule of Fully Burdened Labor Rates (Prime & Subcontractors)	4
J-10	Task Flow Process	2
J-11	Work Breakdown Structure Summary Chart	1
J-12	DOD Form DD 254 Contract Security Classification and Specification	2
J-13	Safety, Health, and Environmental (SHE) Plan	1
J-14	Safety Health Management Implementation Guide and Assessment Matrix	3
J-15	Acronym List	8
J-i	Novation Agreement	4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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 email dated 9/24/08 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	(b)(4)			$35,158,141
This Mod			$0				$894,000
New Total			$66,943,044				$36,052,141

Except as provid s of the document refe s 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)*	
		Lynn P. Southgate Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		ORIGINAL SIGNED BY BY **LYNN P. SOUTHGATE**	09/24/2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

REQUISITION/PURCHASE REQ. NO./ACCOUNTING AND APPROPRIATION DATA

4200268040: 62QD10/6100.2511/62/FC000000/401769.06.02.02.02.0/1/000/2510/62/EXCX22008D/733B/1/2 (b)(4)
62QD10/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22008D/733B/2/3
62QD10/6100.2511/62/FC000000/401769.06.08.02.04.0/2/000/2510/62/EXCX22008D/733B/3/4
62QD10/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22008D/733B/4/5
4200269386: 62QD20/6100.2511/62/FC000000/769347.05.08.05.01.0/1/000/2510/62/EXCX22008D/733B/1/2
62QD20/6100.2511/62/FC000000/769347.05.08.17.01.0/1/000/2510/62/EXCX22008D/733B/2/3
TOTAL

The purpose of this modification is to provide incremental funding in the amount of $894,000 pursuant to the limitation of funds clause. The contract funding coverage date is extended through January 2, 2009, as reflected in the contractor's electronic message dated September 24, 2008. The foregoing action is further 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) to $(b)(4)
  - Increase the funding amount allotted for "Provisional Award Fee" from (b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from $35,158,141, by $894,000 to $36,052,141.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7 (Mod 19)	B-7 (Mod 21)

C. 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 January 2, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$ 35,158,141	$ 894,000	$36,052,141

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
22	See Block 16C	4200274186	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
62QD10/6100.2511/62/FC000000/136905.03.01.08.01/000/2510/62/EXPX22009D/234A/1/2

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 email dated 9/24/08 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	(b)(4)			$36,052,141
This Mod			$0				$600,000
New Total			$66,943,044				$36,652,141

Except as provided herein, all terms and conditions of the document refe s 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)*	
		Lynn P. Southgate Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY **ORIGINAL SIGNED BY LYNN P. SOUTHGATE**	11/17/2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $600,000 pursuant to the limitation of funds clause. The contract funding coverage date is extended through January 31, 2009, as reflected in the contractor's electronic message dated November 13, 2008. The foregoing action is further 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) to (b)(4)
  - Increase the funding amount allotted for "Provisional Award Fee" from (b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from $36,052,141, by $600,000 to $36,652,141.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7 (Mod 21)	B-7 (Mod 22)

C. 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 January 13, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$36,052,141	$ 600,000	$36,652,141

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
23	See Block 16C	4200277725	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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 email dated 12/12/08 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	(b)(4)			$36,652,141
This Mod			$0				$3,816,000
New Total			$66,943,044				$40,468,141

Except as provide s of the document refe 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)*	
		Lynn P. Southgate Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY **ORIGINAL SIGNED BY LYNN P. SOUTHGATE**	12/17/2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

ACCOUNTING AND APPROPRIATION DATA (Cont.)

62QD01/6100.2511/62/FC000000/604746.03.01.08/000/2510/62/ESAX22008D/234A/1/2	(b)(4)
62QD01/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/ESAX22008D/234A/2/3	
62QD01/6100.2511/62/FC000000/604746.03.02.03.08/000/2510/62/ESAX22008D/234A/3/4	
62QD01/6100.2511/62/FC000000/604746.03.03.01.08/000/2510/62/ESAX22008D/234A/4/5	
62QD01/6100.2511/62/FC000000/604746.03.05.04.08/000/2510/62/ESAX22008D/234A/5/6	
62QD01/6100.2511/62/FC000000/604746.03.05.05.08/000/2510/62/ESAX22008D/234A/6/7	
62QD01/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/ESAX22008D/234A/7/8	
62QD01/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/ESAX22008D/234A/7/9	
62QD10/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22009D/538A/8/10	
62QD10/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22009D/538A/9/11	
62QD10/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22009D/538A/10/12	
62QD10/6100.2511/62/FC000000/136905.03.01.08.01/000/2510/62/EXPX22009D/234A/11/13	$

The purpose of this modification is to provide incremental funding in the amount of $3,816,000 pursuant to the limitation of funds clause. The contract funding coverage date is extended through January 31, 2009, as reflected in the contractor's electronic message dated December 12, 2008. The foregoing action is further 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 "Provisional Award Fee" from (b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from (b)(4)

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7 (Mod 22)	B-7 (Mod 23)

C. 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 January 31, 2009.

(b) An additional amount of $(b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$36,052,141	$ 3,816,000	$40,468,141

(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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
24	See Block 16C	4200273438	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.0/4.63/000/2510/64/EXPX22009D/234A/1/2

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 email dated 12/12/08 (T. Clark)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	(b)(4)			$40,468,141
This Mod			$0				$12,166
New Total			$66,943,044				$40,480,307

Except as provided herein, all terms and conditions of the document refer s 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)*	
		Lynn P. Southgate Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		ORIGINAL SIGNED BY BY **LYNN P. SOUTHGATE**	12/22/2008
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to provide incremental funding in the amount of $12,166 pursuant to the limitation of funds clause. The foregoing action is further 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) to (b)(4)
  - Increase the funding amount allotted for "Provisional Award Fee" from (b)(4) by (b)(4)
  - Increase the "Total Sum Allotted" from $40,468,141, by $12,166 to $40,480,307.

B. 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. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted	Page(s) Added
B-7 (Mod 23)	B-7 (Mod 24)

C. 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 January 31, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$40,468,141	$ 12,166	$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.

Amount	Contract Periods
(b)(4)	Base Year 1
	Base Year 2
	Option 1
	Option 2
	Option 3
	Award Term 1
	Award Term 2
	Award Term 3
	Award Term 4
	Award Term 5

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

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)*

Bastion Technologies, Inc.
17625 El Camino Real, Suite 330
Houston, TX 77058

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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.
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 _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$66,943,044	(b)(4)			$40,480,307
This Mod			$0				$0
New Total			$66,943,044				$40,480,307

Except as provided s of the document refe 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)*
	Lynn P. Southgate Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		ORIGINAL SIGNED BY BY **LYNN P. SOUTHGATE**	01/12/2009
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this modification is to incorporate Department of Labor Wage Determination 2005-2008 (Revision 7) into the contract with a retroactively effective date of February 1, 2008. The foregoing action is implemented by the inclusion of the following modifications.

A. Clause G.9., STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES, paragraph A., Classification, Grades and Rates, is revised to reflect updated hourly rates for Year 2.

B. Attachment J-3 SCA Wage Determination No. 2005-2008 (Revision 4) is hereby replaced in its entirety by Attachment J-3 SCA Age Determination No. 2005-2008 (Revision 7).

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	Page(s) Added
G-8 – G-9 (Basic)	G-8 – G9 (Mod 25)
J-3-1 – J-3-10 (Basic)	J-3-1 – J-3-9 (Mod 25)

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

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.8 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR 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

Classification	Grade	Hourly Rate
Administrative Assistant	GS-07	$ 17.81
Computer Systems Analyst I	GS-09	$ 21.78
Computer Systems Analyst II	GS-11	$ 26.35
Computer Programmer I	GS-05	$ 14.38
Computer Programmer II	GS-07	$ 17.81
Computer Programmer III	GS-09	$ 21.78
General Clerk II	GS-02	$ 10.49

Quality Control Inspector I	GS-09 *	$ 21.78
Quality Control Inspector II	GS-11 *	$ 26.35
Quality Control Inspector III	GS-12 *	$ 31.59
Secretary I	GS-04	$ 12.85
Secretary II	GS-05	$ 14.38
Secretary III	GS-06	$ 16.02

* 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

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

2. Holidays

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

WD 2005-2008 (Rev 7) was first posted on 06/05/2007
****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director Division of Wage Determinations	Wage Determination No.: **2005-2008** Revision No.: **7** Date Of Revision: **05/29/2007**

States: **Alabama**, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, **Madison**, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	11.66
01052 - Data Entry Operator II	13.89
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.80
01112 - General Clerk II	11.78
01113 - General Clerk III	13.86
01120 - Housing Referral Assistant	19.14
01141 - Messenger Courier	9.49
01191 - Order Clerk I	11.49
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.56
01262 - Personnel Assistant (Employment) II	15.15
01263 - Personnel Assistant (Employment) III	16.41
01270 - Production Control Clerk	19.18
01280 - Receptionist	11.02
01290 - Rental Clerk	11.79
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01320 - Service Order Dispatcher	13.83
01410 - Supply Technician	21.27
01420 - Survey Worker	16.81
01531 - Travel Clerk I	10.03
01532 - Travel Clerk II	10.62
01533 - Travel Clerk III	11.32
01611 - Word Processor I	12.34
01612 - Word Processor II	13.77
01613 - Word Processor III	16.31

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	16.73
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50

07000 - Food Preparation And Service Occupations

07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	6.82

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles	8.48
11060 - Elevator Operator	8.06
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.06
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.48
11260 - Pruner	8.72
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	8.24

12000 - Health Occupations

12010 - Ambulance Driver	14.33
12011 - Breath Alcohol Technician	14.33
12012 - Certified Occupational Therapist Assistant	19.60
12015 - Certified Physical Therapist Assistant	19.60
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	20.44
12030 - EKG Technician	21.13
12035 - Electroneurodiagnostic Technologist	21.13
12040 - Emergency Medical Technician	14.33
12071 - Licensed Practical Nurse I	13.71
12072 - Licensed Practical Nurse II	15.40
12073 - Licensed Practical Nurse III	17.25
12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60

12195 – Medical Transcriptionist	12.65
12210 – Nuclear Medicine Technologist	30.65
12221 – Nursing Assistant I	9.11
12222 – Nursing Assistant II	10.25
12223 – Nursing Assistant III	11.18
12224 – Nursing Assistant IV	12.55
12235 – Optical Dispenser	13.68
12236 – Optical Technician	10.36
12250 – Pharmacy Technician	12.24
12280 – Phlebotomist	12.55
12305 – Radiologic Technologist	22.63
12311 – Registered Nurse I	21.81
12312 – Registered Nurse II	26.70
12313 – Registered Nurse II, Specialist	26.70
12314 – Registered Nurse III	32.30
12315 – Registered Nurse III, Anesthetist	32.30
12316 – Registered Nurse IV	38.70
12317 – Scheduler (Drug and Alcohol Testing)	17.28
13000 – Information And Arts Occupations	
13011 – Exhibits Specialist I	17.81
13012 – Exhibits Specialist II	21.81
13013 – Exhibits Specialist III	26.51
13041 – Illustrator I	17.81
13042 – Illustrator II	21.81
13043 – Illustrator III	26.51
13047 – Librarian	22.66
13050 – Library Aide/Clerk	13.17
13054 – Library Information Technology Systems Administrator	21.15
13058 – Library Technician	14.67
13061 – Media Specialist I	14.78
13062 – Media Specialist II	16.54
13063 – Media Specialist III	18.43
13071 – Photographer I	14.72
13072 – Photographer II	17.00
13073 – Photographer III	20.36
13074 – Photographer IV	24.89
13075 – Photographer V	30.21
13110 – Video Teleconference Technician	14.78
14000 – Information Technology Occupations	
14041 – Computer Operator I	13.39
14042 – Computer Operator II	17.39
14043 – Computer Operator III	18.63
14044 – Computer Operator IV	23.78
14045 – Computer Operator V	26.73
14071 – Computer Programmer I (1)	22.73
14072 – Computer Programmer II (1)	27.24
14073 – Computer Programmer III (1)	27.62
14074 – Computer Programmer IV (1)	27.62
14101 – Computer Systems Analyst I (1)	27.62
14102 – Computer Systems Analyst II (1)	27.62
14103 – Computer Systems Analyst III (1)	27.62
14150 – Peripheral Equipment Operator	13.39
14160 – Personal Computer Support Technician	23.78
15000 – Instructional Occupations	
15010 – Aircrew Training Devices Instructor (Non-Rated)	29.35
15020 – Aircrew Training Devices Instructor (Rated)	35.52
15030 – Air Crew Training Devices Instructor (Pilot)	36.76
15050 – Computer Based Training Specialist / Instructor	30.38
15060 – Educational Technologist	24.89
15070 – Flight Instructor (Pilot)	36.76

15080 – Graphic Artist	19.60
15090 – Technical Instructor	17.19
15095 – Technical Instructor/Course Developer	21.01
15110 – Test Proctor	17.16
15120 – Tutor	17.16
16000 – Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 – Assembler	7.59
16030 – Counter Attendant	7.59
16040 – Dry Cleaner	9.54
16070 – Finisher, Flatwork, Machine	7.59
16090 – Presser, Hand	7.59
16110 – Presser, Machine, Drycleaning	7.59
16130 – Presser, Machine, Shirts	7.59
16160 – Presser, Machine, Wearing Apparel, Laundry	7.59
16190 – Sewing Machine Operator	10.07
16220 – Tailor	10.54
16250 – Washer, Machine	8.23
19000 – Machine Tool Operation And Repair Occupations	
19010 – Machine-Tool Operator (Tool Room)	20.38
19040 – Tool And Die Maker	24.86
21000 – Materials Handling And Packing Occupations	
21020 – Forklift Operator	14.82
21030 – Material Coordinator	19.18
21040 – Material Expediter	19.18
21050 – Material Handling Laborer	10.29
21071 – Order Filler	10.87
21080 – Production Line Worker (Food Processing)	14.82
21110 – Shipping Packer	12.98
21130 – Shipping/Receiving Clerk	12.98
21140 – Store Worker I	10.81
21150 – Stock Clerk	14.66
21210 – Tools And Parts Attendant	14.82
21410 – Warehouse Specialist	14.82
23000 – Mechanics And Maintenance And Repair Occupations	
23010 – Aerospace Structural Welder	17.04
23021 – Aircraft Mechanic I	22.24
23022 – Aircraft Mechanic II	23.35
23023 – Aircraft Mechanic III	24.52
23040 – Aircraft Mechanic Helper	17.44
23050 – Aircraft, Painter	19.32
23060 – Aircraft Servicer	19.34
23080 – Aircraft Worker	20.27
23110 – Appliance Mechanic	18.04
23120 – Bicycle Repairer	14.66
23125 – Cable Splicer	19.76
23130 – Carpenter, Maintenance	17.56
23140 – Carpet Layer	17.29
23160 – Electrician, Maintenance	23.21
23181 – Electronics Technician Maintenance I	16.30
23182 – Electronics Technician Maintenance II	25.55
23183 – Electronics Technician Maintenance III	26.62
23260 – Fabric Worker	16.54
23290 – Fire Alarm System Mechanic	18.79
23310 – Fire Extinguisher Repairer	15.72
23311 – Fuel Distribution System Mechanic	18.79
23312 – Fuel Distribution System Operator	16.80
23370 – General Maintenance Worker	16.43
23380 – Ground Support Equipment Mechanic	22.24
23381 – Ground Support Equipment Servicer	19.34
23382 – Ground Support Equipment Worker	20.27

23391 – Gunsmith I	13.74
23392 – Gunsmith II	15.13
23393 – Gunsmith III	16.59
23410 – Heating, Ventilation & Air-Conditioning Mechanic	18.38
23411 – Heating, Ventilation & Air Conditioning Mechanic (R&D Facility)	19.30
23430 – Heavy Equipment Mechanic	18.38
23440 – Heavy Equipment Operator	17.87
23460 – Instrument Mechanic	22.74
23465 – Laboratory/Shelter Mechanic	15.88
23470 – Laborer	11.36
23510 – Locksmith	18.04
23530 – Machinery Maintenance Mechanic	23.32
23550 – Machinist, Maintenance	16.92
23580 – Maintenance Trades Helper	14.41
23591 – Metrology Technician I	22.74
23592 – Metrology Technician II	23.71
23593 – Metrology Technician III	24.65
23640 – Millwright	18.79
23710 – Office Appliance Repairer	18.09
23760 – Painter, Maintenance	17.56
23790 – Pipefitter, Maintenance	18.90
23810 – Plumber, Maintenance	18.06
23820 – Pneudraulic Systems Mechanic	18.79
23850 – Rigger	18.79
23870 – Scale Mechanic	17.29
23890 – Sheet-Metal Worker, Maintenance	18.38
23910 – Small Engine Mechanic	16.75
23931 – Telecommunications Mechanic I	18.38
23932 – Telecommunications Mechanic II	20.21
23950 – Telephone Lineman	18.38
23960 – Welder, Combination, Maintenance	18.38
23965 – Well Driller	18.79
23970 – Woodcraft Worker	18.79
23980 – Woodworker	16.43
24000 – Personal Needs Occupations	
24570 – Child Care Attendant	7.78
24580 – Child Care Center Clerk	9.71
24610 – Chore Aide	8.42
24620 – Family Readiness And Support Services Coordinator	12.00
24630 – Homemaker	12.32
25000 – Plant And System Operations Occupations	
25010 – Boiler Tender	18.86
25040 – Sewage Plant Operator	17.87
25070 – Stationary Engineer	18.86
25190 – Ventilation Equipment Tender	14.85
25210 – Water Treatment Plant Operator	17.56
27000 – Protective Service Occupations	
27004 – Alarm Monitor	11.88
27007 – Baggage Inspector	9.95
27008 – Corrections Officer	14.76
27010 – Court Security Officer	15.94
27030 – Detection Dog Handler	12.55
27040 – Detention Officer	14.76
27070 – Firefighter	15.94
27101 – Guard I	9.95
27102 – Guard II	12.55
27131 – Police Officer I	17.14
27132 – Police Officer II	19.05
28000 – Recreation Occupations	
28041 – Carnival Equipment Operator	8.93

28042 – Carnival Equipment Repairer	9.38
28043 – Carnival Equpment Worker	7.40
28210 – Gate Attendant/Gate Tender	12.47
28310 – Lifeguard	11.10
28350 – Park Attendant (Aide)	13.95
28510 – Recreation Aide/Health Facility Attendant	10.18
28515 – Recreation Specialist	13.48
28630 – Sports Official	11.10
28690 – Swimming Pool Operator	15.65
29000 – Stevedoring/Longshoremen Occupational Services	
29010 – Blocker And Bracer	17.70
29020 – Hatch Tender	17.70
29030 – Line Handler	17.70
29041 – Stevedore I	16.90
29042 – Stevedore II	18.56
30000 – Technical Occupations	
30010 – Air Traffic Control Specialist, Center (HFO) (2)	33.27
30011 – Air Traffic Control Specialist, Station (HFO) (2)	22.94
30012 – Air Traffic Control Specialist, Terminal (HFO) (2)	25.27
30021 – Archeological Technician I	15.69
30022 – Archeological Technician II	17.56
30023 – Archeological Technician III	21.76
30030 – Cartographic Technician	23.09
30040 – Civil Engineering Technician	20.75
30061 – Drafter/CAD Operator I	15.69
30062 – Drafter/CAD Operator II	17.77
30063 – Drafter/CAD Operator III	18.64
30064 – Drafter/CAD Operator IV	22.94
30081 – Engineering Technician I	13.21
30082 – Engineering Technician II	15.89
30083 – Engineering Technician III	19.09
30084 – Engineering Technician IV	26.34
30085 – Engineering Technician V	30.74
30086 – Engineering Technician VI	37.17
30090 – Environmental Technician	22.19
30210 – Laboratory Technician	18.92
30240 – Mathematical Technician	23.77
30361 – Paralegal/Legal Assistant I	15.32
30362 – Paralegal/Legal Assistant II	18.99
30363 – Paralegal/Legal Assistant III	23.23
30364 – Paralegal/Legal Assistant IV	28.11
30390 – Photo-Optics Technician	22.75
30461 – Technical Writer I	19.60
30462 – Technical Writer II	23.96
30463 – Technical Writer III	27.92
30491 – Unexploded Ordnance (UXO) Technician I	21.13
30492 – Unexploded Ordnance (UXO) Technician II	25.57
30493 – Unexploded Ordnance (UXO) Technician III	30.65
30494 – Unexploded (UXO) Safety Escort	21.13
30495 – Unexploded (UXO) Sweep Personnel	21.13
30620 – Weather Observer, Combined Upper Air Or Surface Programs (3)	20.23
30621 – Weather Observer, Senior (3)	20.67
31000 – Transportation/Mobile Equipment Operation Occupations	
31020 – Bus Aide	9.74
31030 – Bus Driver	12.67
31043 – Driver Courier	12.63
31260 – Parking and Lot Attendant	8.86
31290 – Shuttle Bus Driver	13.43
31310 – Taxi Driver	9.91
31361 – Truckdriver, Light	13.43

31362 - Truckdriver, Medium	16.55
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83
99000 - Miscellaneous Occupations	
99030 - Cashier	9.06
99050 - Desk Clerk	6.90
99095 - Embalmer	21.13
99251 - Laboratory Animal Caretaker I	8.53
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	21.13
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	10.58
99710 - Recycling Laborer	13.04
99711 - Recycling Specialist	14.78
99730 - Refuse Collector	11.78
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	11.46
99830 - Survey Party Chief	14.67
99831 - Surveying Aide	9.04
99832 - Surveying Technician	12.37
99840 - Vending Machine Attendant	12.59
99841 - Vending Machine Repairer	14.42
99842 - Vending Machine Repairer Helper	12.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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.

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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
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 s 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)*
Randall S. Reed Program Manager	Mark R. Stiles Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
ORIGINAL SIGNED BY **RANDALL S. REED**	**01-21-2009**	BY **ORIGINALSIGNED BY** **MARK R. STILES**	**01-23-2009**
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

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.

Page(s) Deleted	Page(s) Added
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:

	Previous	This Action	Total
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.

Amount	Contract Periods
(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

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

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

Clause Number	Title	Date
	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:

Contract Periods.	Period of Performance
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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
27	See Block 16C	4200282786	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Lynn P. Southgate Ph.: 256-544-0303 Fax: 256-544-2013 Email: Lynn.P.Southgate@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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.

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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
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 s 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)*	
		Lynn P. Southgate Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY **ORIGINAL SIGNED BY LYNN P. SOUTHGATE**	**02/19/2009**
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

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	Page(s) Added
B-7 (Mod 26)	B-7 (Mod 27)
H-12 (Basic)	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:

	Previous	This Action	Total
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.

Amount	Contract Periods
(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)

(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.

(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen ALexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/

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
CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71		10B. DATED *(SEE ITEM 13)* 01/12/07

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.
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 _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)			$42,402,757
This Mod			$0				$0
New Total			$100,305,464				$42,402,757

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 *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED February 24, 2009

The purpose of this modification is to incorporate Department of Labor Wage Determination 2005-2008 (Revision 9) into the contract with a retroactively effective date of February 24, 2009. The foregoing action is implemented by the inclusion of the following modifications.

A. Clause G.9., STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES, paragraph A., Classification, Grades and Rates, is revised to reflect updated hourly rates for Year 2.

B. Attachment J-3 SCA Wage Determination No. 2005-2008 (Revision 7) is hereby replaced in its entirety by Attachment J-3 SCA Age Determination No. 2005-2008 (Revision 9).

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	Page(s) Added
G-8 – G-9 (Mod 25)	G-8 – G9 (Mod 28)
J-3-1 – J-3-10 (Mod 25)	J-3-1 – J-3-9 (Mod 28)

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

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.8 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR 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

Classification	Grade	Hourly Rate
Administrative Assistant	GS-07	$ 21.27
Computer Systems Analyst I	GS-09	$ 22.73
Computer Systems Analyst II	GS-11	$ 27.50
Computer Programmer I	GS-05	$ 15.01
Computer Programmer II	GS-07	$ 18.58
Computer Programmer III	GS-09	$ 22.73
General Clerk II	GS-02	$ 11.78
	G-8 (Mod 28)	
Quality Control Inspector I	GS-09 *	$ 22.73

Quality Control Inspector II	GS-11 *	$ 27.50
Quality Control Inspector III	GS-12 *	$ 32.96
Secretary I	GS-04	$ 15.32
Secretary II	GS-05	$ 17.16
Secretary III	GS-06	$ 19.14

* 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

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

2. Holidays

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
29	See Block 16C	4200285194	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)			$42,402,757
This Mod			$0				$ 643,000
New Total			$100,305,464				$43,045,757

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 **ORIGINAL SIGNED BY**	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Glen Alexander *(Signature of Contracting Officer)*	

ACCOUNTING AND APPROPRIATION DATA (Cont.)
62QD22 6100.2511/62/FC000000/581570.03.02.08/000/2510/62/EXCX22009D/733B/1/2 (b)(4)
62QD22/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22009D/733B/2/3
62QD22/6100.2511/62/FC000000/769347.05.08.17.01.01/000/2510/62/EXCX22009D/733B/3/4
62QD22/6100.2511/62/FC000000/644423.03.33.08/000/2510/62/EXPX22009D/234A/4/5
62QD22/6100.2511/62/FC000000/511432.07.04/000/2510/62/SCEX22009D/431A/1/43

The purpose of this modification is to provide incremental funding in the amount of $643,000 pursuant to the limitation of funds clause. The contract funding coverage date is extended through April 21, 2009, as reflected in the contractor's electronic message dated March 9, 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)

- Subparagraph (b) is unchanged by this mod.

- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for "Estimated Cost" from $(b)(4) to (b)(4)

B. 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	Page(s) Added
B-6 (Mod 27)	B-6 (Mod 29)

C. 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 21, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$40,480,307	$ 643,000	$43,045,757

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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)*
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"

E. **IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$0	$43,045,757
This Mod			$0			$0	$ 2,300,000
New Total			$100,305,464			$0	$45,345,757

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	3/30/09

ACCOUNTING AND APPROPRIATION DATA (Cont.)

4200288088	
62QD10 6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22009D /1/2	$885,000
62QD10/6100.2511/62/FC000000/736466.10.02.08/000/2510/62/CASX22009D/2/3	$500,000
62QD10/6100.2511/62/FC000000/724297.10.17.08/000/2510/62/CASX22009D/3/4	$350,000
4200286655	
62QD22/6100.2511/62/FC000000/595551.01.08.01.VP10.09/2510/62/CASX22009D/1/2	$ 69,000
62QD10/6100.2511/62/FC000000/604746.03.01.08/2510/62/EXPX22009D/2/3	$ 52,500
62QD10/6100.2511/62/FC000000/604746.03.02.01.08/2510/62/EXPX22009D /3/4	$ 52,500
62QD10/6100.2511/62/FC000000/604746.03.03.01.08/2510/62/EXPX22009D/4/5	$ 31,500
62QD10/6100.2511/62/FC000000/604746.03.02.03.08/2510/62/EXPX22009D/5/6	$ 42,000
62QD10/6100.2511/62/FC000000/604746.03.09.01.08/2510/62/EXPX22009D/6/7	$ 31,500
4200288843	
62QD10/6100.2511/62/FC000000/401769.06.02.02.02.01/2510/62/EXCX22009D/1/2	$ 15,000
62QD10/6100.2511/62/FC000000/401769.06.08.02.04.05/2510/62/EXCX22009D/2/3	$132,000
62QD10/6100.2511/62/FC000000/401769.06.08.02.04.02/2510/62/EXCX22009D/3/4	$ 55,000
62QD10/6100.2511/62/FC000000/401769.06.03.03.02.07/2510/62/EXCX22009D/4/5	$ 84,000
Total	$ 2,300,000

The purpose of this modification is to provide incremental funding in the amount of $2,300,000 pursuant to the limitation of funds clause. The contract funding coverage date is extended through April 21, 2009, as reflected in the contractor's electronic message dated March 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)
- Subparagraph (b) is unchanged by this mod.
- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for "Estimated Cost" from (b)(4) (b)(4)
  - Increase the total sum allotted form $43,045,757 by $2,300,000 to $45,345,757.

B. 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	Page(s) Added
B-6 (Mod 29)	B-6 (Mod 30)

C. 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 May 27 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$43,045,757	$ 2,300,000	$43,345,757

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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)*
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. t03(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"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$0	$45,345,757
This Mod			$0			$0	$ 2,900,000
New Total			$100,305,464			$0	$48,245,757

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

COUNTING AND APPROPRIATION DATA (Cont.)
Z00290502

62QD10 6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22009D /1/2	$2,400,000
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22009D/2/3	$ 500,000
Total	$ 2,900,000

The purpose of this modification is to provide incremental funding in the amount of $2,900,000 pursuant to the limitation of funds clause. The contract funding coverage date is extended through July 10, 2009, as reflected in the contractor's electronic message dated April 16, 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)

- Subparagraph (b) is modified as follows:
  Increase the funding amount allotted for fee from (b)(4)

- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for "Estimated Cost" from (b)(4) to (b)(4)
  - Increase the total sum allotted form $45,345,757 by $2,900,000 to $48,245,757.

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	Page(s) Added
B-6 (Mod 30)	B-6 (Mod 31)

C. This mod also incorporates FAR clause 52.222-54 as prescribed by the FAR. As a result Page I-2 is hereby deleted and replaced with
the attached page I-2.

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

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 10, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$45,345,757	$ 2,900,000	$48,245,757

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. *(If applicable)*
32	See Block 16C	4200294128	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION (256) 544-5566	PS52/MMC

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
CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71		10B. DATED *(SEE ITEM 13)* 01/12/07

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"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$0	$48,245,757
This Mod			$0			$0	$ 815,000
New Total			$100,305,464			$0	$49,060,757

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
(Signature of person authorized to sign)		Original Signed By Glen Alexander BY *(Signature of Contracting Officer)*	5/20/09

ACCOUNTING AND APPROPRIATION DATA (Cont.)
0294128

62QD10/6100.2511/62/FC000000/604746.03.01.08/000/25110/62/EXPX22009D/234A/1/2	$85,000.00
62QD10/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22009D/234A/2/3	$50,000.00
62QD10/6100.2511/62/FC000000/604746.03.03.01.08/000/2510/62/EXPX22009D/234A/3/4	$50,000.00
62QD10/6100.2511/62/FC000000/604746.03.02.03.08/000/2510/62/EXPX22009D/234A/4/5	$55,000.00
62QD10/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22009D/234A/5/6	$51,000.00
62QD10/6100.2511/62/FC000000/604746.03.06.01.08/000/2510/62/EXPX22009D/234A/6/7	$19,000.00
62QD10/6100.2511/62/FC000000/401769.06.02.02.02.01/000/2510/62/EXCX22009D/733B/1/2	$20,000.00
62QD10/6100.2511/62/FC000000/401769.06.08.02.04.02/000/251/62/EXCX22009/733B/2/3	$225,000.00
62QD10/6100.2511/62/FC000000/401769.06.03.03.02.01/000/2510/62/EXCX22009D/733B/3/4	$150,000.00
62QD10/6100.2511/62/FC000000/581570.03.02.08/000/2510/62/EXCX22009/733B/4/5	$91,000.00
62QD10/6100.2511/62/FC000000/595551.01.08.01.VP08.09/000/2510/62/CASX22009D/CASP/1/43	$19,000.00
TOTAL	$815,000.00

The purpose of this modification is to provide incremental funding in the amount of $815,000 pursuant to the limitation of funds clause. The contract funding coverage date is extended through July 27, 2009, as reflected in the contractor's electronic message dated May 14, 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) [redacted]

- Subparagraph (c) is modified as follows:
  - Increase the funding amount allotted for "Estimated Cost" from (b)(4) [redacted] (b)(4) [redacted]
  - Increase the total sum allotted from $48,245,757 by $815,000 to $49,060,757.

B. 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	Page(s) Added
B-6 (Mod 31)	B-6 (Mod 32)

C. This mod also incorporates FAR clause 52.222-54 as prescribed by the FAR. As a result Page I-2 is hereby deleted and replaced with the attached page I-2.

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

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 27, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$48,245,757	$ 815,000	$49,060,757

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. *(If applicable)*
33	See Block 16C	4200294128	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*

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"

E. **IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$16,611,963	$49,060,757
This Mod			$0			$21,023362	0
New Total			$100,305,464			$37,635,325	$49,060,757

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

This modification is issued pursuant to Clause B.3 AWARD FEE AND AWARD TERM FOR SERVICE CONTRACTS, the Fee Determination Official's Award Fee Findings and Determination dated May 22 2009, the contractor's acceptance letter dated May 27, 2009, and the "Limitation of Funds" clause.

The purpose of this modification is to provide award fee for the period February1, 2008, through January 31, 2009. As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Decrease the funding amount allotted for "Provisional Award Fee" from (b)(4) to (b)(4).
- Increase the funding amount allotted for "Award Fee Earned" from (b)(4) to (b)(4)

B. 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	Page(s) Added
B-4	B-4
B-7	B-7

All other terms and conditions of contract NNM07AA74C remain unchanged.

NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1						
Fee Period 1	(b)(4)			N/A	N/A	$ 7,880,149
Fee Period 2				N/A	N/A	$ 8,731,814
TOTAL						$16,611,963
Base Year 2						
Fee Period 3				N/A	N/A	21,023,362
Option 1						
Fee Period 4						
Option 2						
Fee Period 5						
Option 3						
Fee Period 6						
Award Term Period 1						
Fee Period 7						
Award Term Period 2						
e Period 8						
Award Term Period 3						
Fee Period 9						
Award Term Period 4						
Fee Period 10						
Award Term Period 5						
Fee Period 11						
TOTALS						

* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 33)

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 27, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$49,060,757	$ 0	$49,060,757

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
34	See Block 16C	4200302733	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$49,060,757
This Mod			$0			$0	3,502,694
New Total			$100,305,464			$37,635,325	$52,563,451

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

The purpose of this modification is to provide addition funding from pr 4200302733.

4200302733

62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22009D/538A/1/2	$ 1,000,000
62QD30/6100.2511/62/FC000000/604746.03.01.08/000/2510/62/EXPX22009D/234A/2/3	$ 257,106
62QD30/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22009D/234A/3/4	$ 175,250
62QD30/6100.2511/62/FC000000/604746.03.02.03.08/000/2510/62/EXCX22009D/234A/4/5	$ 128,486
62QD30/6100.2511/62/FC000000/604746.03.03.01.08/000/2510/62/EXPX22009D/234A/5/6	$ 130,130
62QD30/6100.2511/62/FC000000/604746.03.05.04.08/000/2510/62/EXPX22009D/234A/6/7	$ 684
62QD30/6100.2511/62/FC000000/604746.03.06.01.08/000/2510/62/EXPX22009D/538A/7/8	$ 60,464
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22009D/234A/8/9	$ 150,574
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22009D/361N/1/43	$ 250,000
62QD10/6100.2511/62/FC000000/736466.10.02.08/000/2510/62/CASX22009D/361N/2/44	$ 250,000
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22009D/234A/1/84	$ 1,100,000
TOTAL	$ 3,502,694

As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Increase the funding amount allotted for "Provisional Award Fee" from (b)(4) to (b)(4)
- Increase the funding amount allotted for "Estimated cost" from (b)(4) (b)(4)

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	Page(s) Added
B-7(mod 33)	B-7 (mod 34)

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 September 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:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$49,060,757	$ 3,502,694	$ 52,563,451

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
35	See Block 16C	4200307098	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO / 9B. DATED *(SEE ITEM 11)*	10A. MODIFICATION OF CONTRACT/ORDER NO. / 10B. DATED *(SEE ITEM 13)*
Bastion Technologies, Inc. 17625 El Camino Real, Suite 330 Houston, TX 77058	X		NNM07AA74C 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"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$52,563,451
This Mod			$0			$0	1,343,000
New Total			$100,305,464			$37,635,325	$53,906,451

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

The purpose of this modification is to provide addition funding from pr 4200307098.

62QD10/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22009D/234A/1/2	$ 1,000,000
62QD10/6100.2511/62/FC000000/736466.10.02.08/000/2510/62/CASX22009D/361N/2/3	$ 123,000
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22009D/361N/3/4	$ 149,000
62QD10/6100.2511/62/FC000000/644423.03.33.08/000/2510/62/EXPX22009D/234A/4/5	$ 71,000
TOTAL	$ 1,343,000

As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Increase the funding amount allotted for "Provisional Award Fee" from (b)(4) to (b)(4)
- Increase the funding amount allotted for "Estimated cost" from (b)(4) to (b)(4)
- Increase the total sum allotted from $52,563,451 by $1,343,000 to $53,906,451.

B. 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	Page(s) Added
B-7(mod 34)	B-7 (mod 35)

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 October 6, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$52,563,451	$ 1,343,000	$ 53,906,451

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO	5 PROJECT NO *(If applicable)*
36	See Block 16C	4200309953	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION. (256) 544-5566	PS52/MMC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*		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)*
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"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$53,906,451
This Mod			$0			$0	1,568,915
New Total			$100,305,464			$37,635,325	$55,475,366

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
(Signature of person authorized to sign)		BY GLEN ALEXANDER ORIGINAL SIGNED BY: *(Signature of Contracting Officer)*	8/20/09

The purpose of this modification is to provide addition funding from pr 4200309953.

62QD10/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22009D/234A/1/2	$ 1,225,000
62QD10/6100.2511/62/FC000000/401769.06.02.02.02.01/000/2510/62/EXCX22009D/733B/2/3	$ 15,000
62QD10/6100.2511/62/FC000000/136905.02.04.08.17/000/2510/62/EXPX22009D/234A/3/4	$ 17,415
62QD10/6100.2511/62/FC000000/253225.04.04.40.01/000/2510/62/EXPX22009D/020U/4/5	$ 22,000
62QD10/6100.2511/62/FC000000/607746.03.01.08/000/2510/62/EXPX22009D/234A/5/6	$ 124,500
62QD10/6100.2511/62/FC000000/604746.03.02.03.08/000/2510/62/EXPX22009D/234A/6/7	$ 36,000
62QD10/6100.2511/62/FC000000/604746.03.03.01.08/000/2510/62/EXPX22009D/234A/7/8	$ 96,000
62QD10/6100.2511/62/FC000000/604746.03.06.01.08/000/2510/62/EXPX22009D/234A/8/9	$ 33,000
TOTAL	$ 1,568,915

As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Increase the funding amount allotted for "Provisional Award Fee" from (b)(4) to (b)(4)
- Increase the funding amount allotted for "Estimated cost" from (b)(4) to (b)(4)
- Increase the total sum allotted from $53,906,451 by $1,568,915 to $55,475,366.

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	Page(s) Added
B-7(mod 35)	B-7 (mod 36)

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 November 3, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$53,906,451	$ 1,568,915	$55,475,366

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
37	See Block 16C	4200314037	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$55,475,366
This Mod			$0			$0	55,653
New Total			$100,305,464			$37,635,325	$55,531,019

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	9/23/05

The purpose of this modification is to provide addition funding from pr 4200314037.

62QD22/6100.2511/62/FC000000/769347.05.08.16.01.01/62/EXCX22009D/733B/1/2	$	22,000
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22009/361N/2/3	$	5,551
62QD10/6100.2511/62/FC000000/736466.10.02.08/000/2510/62/CASX22009D/361N/3/4	$	28,102
TOTAL	$	55,653

As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Increase the funding amount allotted for "Estimated cost" from (b)(4) to (b)(4)
- Increase the total sum allotted from (b)(4)

B. 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	Page(s) Added
B-7(mod 35)	B-7 (mod 36)

This mod also corrects the amount shown for fee in b.6.b.

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 November 3, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$55,475,366	$ 55,653	$55,531,019

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO. *(If applicable)*
38	See Block 16C	4200315408	

ISSUED BY	CODE	7 ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION (256) 544-5566	PS52/MMC

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)*
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"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$55,531,019
This Mod			$0			$0	117,000
New Total			$100,305,464			$37,635,325	$55,648,019

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	September 28, 2009

The purpose of this modification is to provide addition funding from pr 4200315408.

64QA00/6100.2540/64/FC000000/736466.05.01.09/000/2540/64/CASX22009D/361N/1/2 $ 117,000

As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Increase the funding amount allotted for "Estimated cost" from (b)(4) to (b)(4)
- Increase the total sum allotted from (b)(4)

B. 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	Page(s) Added
B-7(mod 35)	B-7 (mod 36)

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 November 3, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$55,531,019	$ 117,000	$55,648,019

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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)*
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"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$55,648,019
This Mod			$0			$0	233,398
New Total			$100,305,464			$37,635,325	$55,881,417

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	October 23, 2009

The purpose of this modification is to provide addition funding from pr 4200317042 and the deobligation of funds from pr 4200285194 per direction from the program resources office and S&MA resources office.

4200317042	
62QD10/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22010D/538A/1/2	$ 230,000
62QD10/6100.2511/62/FC000000/411672.06.04.01/000/2510/62/SCEX22009D/196V/1/43	$ 15,500
4200285194	
62QD22/6100.2511/62/FC000000/511432.07.04/000/2510/62/SCEX22009D/431A/1/43	$ (12,101.92)
TOTAL	$ 233,398.08

The amount is rounded off in this mod to $233,398.00.
As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Increase the funding amount allotted for "Estimated cost" from (b)(4) to (b)(4).
- Increase the total sum allotted from $55,648,019 by $233,398 to $55,881,417.

B. 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	Page(s) Added
B-7(mod 35)	B-7 (mod 36)

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 November 15, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$55,648,019	$ 233,398	$55,881,417

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5568	PS52/MMC

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)*
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 _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$55,881,417
This Mod			$0			$0	(318,000)
New Total			$100,305,464			$37,635,325	$55,563,417

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

The purpose of this modification is to move funding from one wbs / code to another at the request of the QD resources management office. This mod incorporates the deobligation of funds necessary for the code change / transfer.

62QD10/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22009D	PLI1/ALI2	($ 68,000)
62QD10/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22009D	PLI1/ALI3	($ 120,000)
62QD10/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22009D	PLI1/ALI11	($ 130,000)

As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- decrease the funding amount allotted for "Estimated cost" from (b)(4) to (b)(4)
- decrease the total sum allotted from $55,881,417 by $318,000 to $56,563,417.

B. 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	Page(s) Added
B-7(mod 39)	B-7 (mod 40)

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 November 15, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$55,881,417	$ (318,000)	$55,563,417

(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.

Amount	Contract Periods
(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)

B-7 (Modification 40)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Unilateral modification pursuant to clause 52.232-22, "Limitation of Funds"
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$55,563,417
This Mod			$0			$0	793,000
New Total			$100,305,464			$37,635,325	$56,356,417

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	1/12/09

The purpose of this modification is to move funding from one wbs / code to another at the request of the QD resources management office. This mod incorporates the deobligation of funds necessary for the code change / transfer.

Pr 4200319239:

62QD10/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22010D/733B/1/2	$	10,000
62QD10/6100.2511/62/FC000000/769347.05.08.17.01.01/000/2510/62/EXCX22010D/733B/2/3	$	10,000
62QD10/6100.2511/62/FC000000/769347.05.08.05.01.01/000/2510/62/EXCX22010D/733B/3/4	$	5,000
62QD10/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22010D/538A/4/5	$	70,000
62QD10/6100.2511/62/FC000000/411011.02.03.01/000/2510/62/EXCX22010D/538A/5/6	$	90,000
62QD10/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22010D/538A/6/7	$	608,000
Total	$	793,000

As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Increase the funding amount allotted for "Estimated cost" from (b)(4) to (b)(4)
- Increase the total sum allotted from $55,563,417 by $793,000 to $56,356,417.

B. 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	Page(s) Added
B-7(mod 40)	B-7 (mod 41)

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 November 20, 2009.

(b) An additional amount of [(b)(4)] is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	[(b)(4)]		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$55,563,417	$ 793,000	$56,356,417

(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.

Amount	Contract Periods
[(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
42	See Block 16C	4200314037	

6. ISSUED BY — CODE: PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* — CODE: PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 | FACILITY CODE CAGE 1PM71

(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

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"

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return __ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$56,356,417
This Mod			$0			$0	2,033,000
New Total			$100,305,464			$37,635,325	$58,389,417

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

The purpose of this modification is to provide additional funding in support of the Stennis and Marshall TOPS from the prs listed below:

4200318190:	
64PA00/6100.2540/64/FC000000/750271.03.09/000/2540/64/EXCX22010D/734A/1/2	$ 150,000.00
4200319395:	
64QA00/6100.2511/64/FC000000/432938.08.01.09/000/2510/64/ CASX22010D/361N/1/2	$ 15,000.00
4200320243:	
62QD10/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/ EXPX22010D/234A/1/2	$1,400,000.00
62QD10/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/ EXPX22010D/234A/1/3	$ 37,500.00
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/ CASX22010D/361N/1/43	$ 50,000.00
62QD10/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/ CASX22010D/512F/1/84	$ 80,000.00
62QD10/6100.2511/62/FC000000/595551.01.08.10.VP10/2510/000/2510/62/ CASX22010R/CASP/1/125	$ 15,500.00
4200321378:	
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/ CASX22010D/361N/1/2	$ 218,000.00
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/ CASX22010D/361N/2/3	$ 67,000.00
TOTAL	$2,033,000.00

As a result, the contract is revised by inclusion of the following changes.

A. 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	Page(s) Added
B-7(mod 41)	B-7(mod 42)

B. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Increase the funding amount allotted for "Estimated cost" from (b)(4) to (b)(4)
- Increase the total sum allotted from $56,356,417 by $2,033,000 to $58,389,417.
- The estimated fund thru date is changed to December 22, 2009 per email from Tracy Clark dated 11/30/09.

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 December 22, 2009.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$56,356,417	$ 2,033,000	$58,389,417

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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"

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _ 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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$58,389,417
This Mod			$0			$0	498,000
New Total			$100,305,464			$37,635,325	$58,887,417

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

The purpose of this modification is to provide additional funding in support of the Stennis and Marshall Task Order Plans from the PRs listed below:

4200322095:	
64QA00/6100.2511/64/FC000000/199008.02.09.8753.10/000/2510/64/CASX22010R/CASP/1/2	$ 31,000.00
4200321741:	
64PA00/6100.2511/64/FC000000/417230.08.01.01.01/000/2510/64/EXCX22009D/538A/1/2	$ 50,000.00
4200322378:	
62QD10/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/1/2	$ 200,000.00
62QD10/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22010D/733B/2/3	$ 50,000.00
62QD10/6100.2511/62/FC000000/604746.03.01.08/000/2510/62/EXPX22010D/234A/3/4	$ 39,000.00
62QD10/6100.2511/62/FC000000/604746.03.02.03.08/000/2510/62/EXPX22010D/234A/4/5	$ 57,000.00
62QD10/6100.2511/62/FC000000/604746.03.06.01.08/000/2510/62/EXPX22010D/234A/5/6	$ 4,000.00
62QD10/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22010D/234A/6/7	$ 4,000.00
62QD10/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22010D/234A/7/8	$ 61,000.00
4200322610:	
62QD10/6100.2511/62/FC000000/197009.10.02.01.04/000/2510/62/EXCX22009D/538A/1/2	$ 2,000.00
TOTAL	$ 498,000.00

As a result, the contract is revised by inclusion of the following changes.

A. 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	Page(s) Added
B-7(mod 42)	B-7(mod 43)

B. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Increase the funding amount allotted for "Estimated cost" from (b)(4) to (b)(4)
- Increase the total sum allotted from $58, 389,417 by $498,000 to $58,887,417.
- The estimated fund thru date is changed to December 30, 2009 per email from Tracy Clark dated 12/7/09.

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 December 30, 2009.

(b) An additional amount of $ (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$58,389,417	$ 498,000	$58,887,417

(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.

Amount	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
52.222-41 Services Contract Act and 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment

D. OTHER *(Specify type of modification and authority)*
Unilateral modification pursuant to clause 52.232-22, "Limitation of Funds"

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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$100,305,464	(b)(4)		$37,635,325	$58,887,417
This Mod			$0			$0	4,439,010
New Total			$100,305,464			$37,635,325	$63,326,427

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

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
BY *(Signature of Contracting Officer)*

16C. DATE SIGNED 1/24/07

The purpose of this modification is to:

1) Replace J-9-1as a result of the wage determination incorporated into the contract in mod 28.
2) Update the overtime clause, B-7 of the contract to reflect the 60% growth in level of effort and WYE since the start of the contract.
3) Update 52.204-90, Contractor Employee Badging and Employment Termination.
4) Provide additional funding from pr 4200325331, 4200323298, and 4200325725 and update Clause B-6.

Funding Summary:

4200325331	
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22010D/538A/1/2	$2,800,000.00
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22010D/538A/2/3	$ 300,000.00
62QD30/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22010D/538A/3/4	$ 300,000.00
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22010D/234A/4/5	$ 833,000.00
42000323298	
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.0/4.63/000/2510/64/ EXPX22010D/234A/1/2	$ 50,510.00
4200325725	
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22010D/361N/1/2	$ 52,000.00
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX22010D/361N/2/3	$ 59,000.00
62QD20/6100.2511/62/FC000000/595551.01.08.10.VP01/.10/000/2510/62/CASX22010R/ CASP/3/4	$ 13,500.00
62QD20/6100.2511/62/FC000000/595551.01.08.10.VP02/.10/000/2510/62/CASX22010R/ CASP/4/5	$ 16,000.00
4200324243	
64QA00/6100.2511/64/FC000000/432938.08.01.09/000/2510/64/CASX22010D/361N/1/2	$ 15,000.00
Total	$4,439,010.00

As a result, the contract is revised by inclusion of the following changes.

A. 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	Page(s) Added
B-7 (mod 43)	B-7(mod 44)
F-1(mod 26)	F-1(mod 44)
J-9-1(Basic)	J-9-1 (mod 44)
G-7 (mod 28)	G-7 (mod 44)

B. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

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 4, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$58,887,417	$ 4,439,010	$63,326,427

C. Clause B.7, Premium for Scheduled Overtime (MSFC 52.222-90) (FEB 2001) is hereby deleted in its entirety and replaced with the following:

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	Contract Periods
(b)(4)	**Base Year 1/Year 1**
	Base Year 2/Year 2
	Option 1/Year
	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

D. Attachment J-9-1 is modified as follows:

- Delete J-9-1 and replace it with the update fully burdened / composite (NTE) labor rates as requested by Bastion Technologies in the letter dated 9/28/09. All other terms and conditions of contract NNM07AA74C remain unchanged.

E. Section G is deleted in its entirety and replaced with the attached Section G.

Contractors Statement of Release:

In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractors proposal(s) for adjustment listed below, the Contractor hereby releases the Government from any and all liability under this Contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal(s) for adjustment.

1) Request for Equitable adjustment dated 9/28/09
2) Request for equitable adjustment of B-7 / Overtime dated 10/1/09

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 4, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$58,887,417	$ 4,439,010	$63,326,427

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	Contract Periods
(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

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

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

Clause Number	Title	Date
	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:

Contract Periods.	Period of Performance
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)

CONTRACT NNM07AA74C

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1)

Clause Number	Title	Date

None included by reference.

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

1852.242-71	Travel Outside of the United States	Dec 1988
1852.242-73	NASA Contractor Financial Management Reporting	Nov 2004

(End of Clause)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services (NSSC)
Financial Management Division (FMD) – Accounts Payable
Building 1111, C, Road
Stennis Space Center, MS 39529

(2) For any period that the Defense Contract Audit Agency (DCAA) has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment through the Contractor's cognizant DCAA office to the NASA paying office identified in Paragraph (b)(1).

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract Administration Office

(v) Copy 5 Project Management Office

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the address specified in paragraph (b)(1). This is the designated billing office for fee vouchers for purposes of the "Prompt Payment" clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.3 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

	Title	Office Code
New Technology Representative	Chief, Technology Utilization	ED03 MSFC, AL 35812
Patent Representative	Chief, Intellectual Property Counsel	LS01 MSFC, AL 35812

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any

correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.4 TECHNICAL DIRECTION (1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section J-1 of this contract.

*(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that:

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within

5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is:

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

* Note: See clause at H.4; NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996), for related contractual authority covering Contracting Officer changes/additions to the contract. Clause G.4 addresses COTR technical direction/guidance and Clause H.4 addresses CO contract change authority.

G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (NOV 2004)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The contractor shall retain responsibility for ensuring proper use, care, and protection (safeguarding) of all Installation-Accountable Government Property (IAGP) under his/her custody and control. Individual users shall be responsible for the following: (1) Ensuring IAGP is used only in pursuit of approved programs and projects, or as otherwise authorized; (2) Notifying cognizant Property Support Assistant (PSA) and/or Property Custodian, of all assigned equipment location changes; (3) Ensuring that any lost, missing or damaged IAGP is officially reported to his/her supervisor, the appropriate PSA, and the Protective Services Department; (4) Notifying PSA of IAGP not being actively used; (5) Ensuring that IAGP is turned in to the Property Disposal Officer through the PSA when no longer needed. Under no circumstances

will the contractor dispose of IAPG, whether tagged or untagged; and, (6) Notifying the Contracting Officer, cognizant PSA, and the Center's Supply and Equipment Management Officer upon termination of employment.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:
(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation, which may include buildings and space owned or

directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls, both local and long distance.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-7. The Government retains accountability for this property under the clause at 1852.245-71, "Installation-Accountable Government Property," regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, "Installation-Accountable Government Property."

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation facility services.

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Access to the Wellness Center fitness facilities consistent with the Center's policies.

(k) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(l) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of clause)

G.7 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 2009)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting restricted Redstone access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). MSFC Form 4516, Application Request for Temporary Worker or Associate Badge must be submitted to the MSFC Protective Services Office.

(d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1/3, "Contractor Employee Clearance Document," when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.

(e) Instruction on how to access the PIV system and request for copies of MSFC Forms 4516 and 383-1/3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.8 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR 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

Classification	Grade	Hourly Rate
Administrative Assistant	GS-07	$ 21.27
Computer Systems Analyst I	GS-09	$ 22.73
Computer Systems Analyst II	GS-11	$ 27.50
Computer Programmer I	GS-05	$ 15.01
Computer Programmer II	GS-07	$ 18.58
Computer Programmer III	GS-09	$ 22.73
General Clerk II	GS-02	$ 11.78
Quality Control Inspector I	GS-09 *	$ 21.78
Quality Control Inspector II	GS-11 *	$ 26.35
Quality Control Inspector III	GS-12 *	$ 31.59
Secretary I	GS-04	$ 12.85
Secretary II	GS-05	$ 14.38
Secretary III	GS-06	$ 16.02

* 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

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

2. Holidays

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

Page 15 redacted for the following reason:
- -
(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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 __ 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.

(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 t4, 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 Mutual Agreement

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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
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 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)*
	Mark R. Stiles Contracting Officer

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

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
TAL	$3,887,854.00

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	Page(s) Added
B-7 (mod 44)	B-7(mod 45)
F-2 (mod 44)	F-2(mod 45)

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:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
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	Contract Periods
(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

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

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

Clause Number	Title	Date
	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:

Contract Periods.	Period of Performance
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.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]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
Email: Glen.A.Alexander@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5568

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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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 Mutual Agreement

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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$136,375,232	(b)(4)		$37,635,325	$67,214,281
This Mod			0			$0	711,603
New Total			$136,375,232			$37,635,325	$67,925,884

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	3/9/10

A. The purpose of this modification is to increase the funding by $711,603.24 from PR 4200332192 .

B. PRs:
4200332192 –Marshall

62QD10/6100.2511/62/FC000000/724297.60.61.08/000/2510/62/CASX22010D/512F/1/2	$ 14,306.00
62QD20/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22010D/361N/2/3	$ 50,000.00
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX22010D/512F/3/4	$138,000.00
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22010D/234A/4/5	$500,000.00
62QD20/6100.2511/62/FC000000/724297.10.17.08/000/2510/62/CASX22009D/512F/5/6	$ 1,097.24
62QD20/6100.2511/62/FC000000/595551.01.08.10.VP02/2510/000/2510/62/ CASX22010R/CASP/6/7	$ 8,200.00
TOTAL	$711,603.24

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	Page(s) Added
B-6(mod 45)	B-6(mod 46)

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 18, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$67,214,281	$ 711,603	$67,925,884

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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)*

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 Mutual Agreement

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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$136,375,232	(b)(4)		$37,635,325	$67,925,884
This Mod			0			$0	1,073,374
New Total			$136,375,232			$37,635,325	$68,999,258

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

A. The purpose of this modification is to increase the funding by $1,073,574.00 from PR 4200334657 and 4200331284.

B. PRs:

4200334657 –Marshall

62QD20/6100.2511/62/FC000000/595551.01.08.10.VP10.10/000/2510/62/CASX22010R/CASP/1/2	$ 11,895
62QD20/6100.2511/62/FC000000/644423.03.33.08/000/2510/62/EXPX22010D/234A/2/3	$171,000
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX22010D/361N/3/4	$ 92,519
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22010D/361N/4/5	$ 38,960
62QD10/6100.2511/62/FC000000/736466.01.09.08.05.26/000/2510/62/CASX22010D/361N/5/6	$ 645,000
62QD20/6100.2511/62/FC000000/581570.03.02.08/000/2510/62/EXCX22010D/733B/6/7	$ 64,000

4200331284 – Stennis

64PA00/6100.2540/64/FC000000/417230.08.01.01.01/000/2540/64/EXCX22010D/538A/1/2	$ 50,000
TOTAL	$1,073,374

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	Page(s) Added
B-6(mod 46)	B-6(mod 47)

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 18, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$67,925,884	$ 1,073,374	$68,999,258

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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"

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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$136,375,232	(b)(4)		$37,635,325	$68,999,258
This Mod			0			$0	3,739,039
New Total			$136,375,232			$37,635,325	$72,738,297

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	5/3/10

A. The purpose of this modification is to increase the funding by $3,739,039.00 from PR 4200337831 and 4200339617.

B. PR:

4200337831 –Marshall

62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX22010D/512F/1/2	$250,000.00
62QD20/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22010D/733B/2/3	$342,000.00
62QD20/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22010D/733B/3/4	$351,000.00
62QD20/6100.2511/62/FC000000/595551.01.08.10.VP10.10/000/2510/62/CASX22010R/CASP/4/5	$ 5,372.00

4200339617 – Marshall

62QD20/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22010D/234A/1/2	$1,000,000.00
62QD20/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX22010D/361N/2/3	$1,013,481.00
62QD20/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22010D/361N/3/4	$ 368,186.00
62QD20/6100.2511/62/FC000000/595551.01.08.10.VP10/2510/000/2510/62/CASX22010R/CASP/4/5	$ 9,000.00
62QD20/6100.2511/62/FC000000/604746.03.01.08/000/2510/62/EXPX22010D/234A/5/6	$ 107,826.16
62QD20/6100.2511/62/FC000000/604746.03.06.01.08/000/2510/62/EXPX22010D/234A/6/7	$ 49,589.98
62QD20/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22010D/234A/7/8	$ 58,142.90
62QD20/6100.2511/62/FC000000/604746.03.03.01.08/000/2510/62/EXPX22010D/234A/8/9	$ 85,527.00
62QD20/6100.2511/62/FC000000/604746.03.02.03.08/000/2510/62/EXPX22010D/234A/9/10	$ 57,300.00
62QD20/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22010D/234A/10/11	$ 41,613.96
Total	$3,739,039.00

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	Page(s) Added
B-6(mod 47)	B-6(mod 48)

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 20,2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$68,999,258	$ 3,739,039	$72,738,297

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$136,375,232	(b)(4)		$37,635,325	$$72,738,297
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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

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 $168,000.00from 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	Page(s) Added
B-6(mod 48)	B-6(mod 49)
G-9 (Mod 24)	G-9 (mod 49)

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:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
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	Contract Periods
(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)

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

Classification	Grade	Hourly Rate
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

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

2. Holidays

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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 Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$136,375,232	(b)(4)		$37,635,325	$72,906,297
This Mod			0			$0	355,000
New Total			$136,375,232			$37,635,325	$73,261,297

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

The purpose of this modification is to increase funding by $355,000.00from PR 4200341739.

B. PR:
4200341739 - Stennisl

64PA00/6100.2540/64/FC000000/417230.08.01.01.01/000/2540/64/EXCX22010D/538A/1/2 $ 86,000.00
64PA00/6100.2540/64/FC000000/750271.03.09/000/2540/64/EXCX22010D/734A/2/3 $269,000.00

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	Page(s) Added
B-6(mod 49)	B-6(mod 50)

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 26,2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$72,906,297	$ 355,000	$73,261,297

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7 ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION. (256) 544-5566	PS52/MMC

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)*
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) 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.)*

	MAXIMUM QUANTITY (ref. Clause B-1, Table B-1)			TASK ORDER CUMULATION (ref. Clause B.2, Table B-2)			
	Total Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$136,375,232	(b)(4)		$37,635,325	$73,261,297
This Mod			0			$0	1,572,549
New Total			$136,375,232			$37,635,325	$74,833,846

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

The purpose of this modification is to increase funding by $1,572.549.59 from the prs listed below.

B. PR:

4200345588 - Stennis	
64QA00/6100.2511/64/FC000000/432938.08.01.09/000/2510/64/CASX22010D/361N/1/2	$20,000.00
4200345453-Stennis	
64PA00/6100.2511/64/FC000000/206518.10.70.01/000/2510/64/EXPX22010D/234A/1/2	$45,000.00
Deobligation – Marshall	
62QD10/6100.2511/62/FC000000/411672.06.04.01/000/2510/62/SCEX22009D/196V/7/8	($ 1,950.41)
62QD10/6100.2511/62/FC000000/411672.06.04.01/000/2510/62/SCEX22009D/196V/1/43	($15,500.00)
4200347267 - Marshall	
62QD20/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22010D/733B/1/2	$25,000.00
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22010D/234A/2/3	$1,500,000.00
Total	$1,572,549.59

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	Page(s) Added
B-6(mod 50)	B-6(mod 51)

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 August 24, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$73,261,297	$ 1,572,549	$74,833,846

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	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)*
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) 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.)*

	MAXIMUM QUANTITY (ref. Clause B-1, Table B-1)			TASK ORDER CUMULATION (ref. Clause B.2, Table B-2)			
	Total Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$136,375,232	(b)(4)		$37,635,325	$74,833,846
This Mod			0			$0	131,129
New Total			$136,375,232			$37,635,325	$74,964,975

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 *(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 by $131,129.04 from the prs listed below.

B. PR: 4200349196 - MSFC

62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX22010D/512F/3/4	$ 10,054.02
62QD20/6100.2511/62/FC000000/595551.01.08.40.VP02/.10/000/2510/62/CASX22010R/CASP/1/2	$ 5,075.02
62QD20/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22010D/733B/2/3	$116,000.00
Total	$131,129.04

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	Page(s) Added
B-6(mod 51)	B-6(mod 52)

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 August 24, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$74,833,846	$ 131,129	$74,964,975

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
53	See Block 16C	4200350480	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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.

ACCOUNTING AND APPROPRIATION DATA *(If required)*
A00/6100.2511/64/FC000000/136905.08.04.02.09.0/4.63/000/2510/64/EXPX22010D/234A/1/2

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).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.)*

	MAXIMUM QUANTITY (ref. Clause B-1, Table B-1)			TASK ORDER CUMULATION (ref. Clause B.2, Table B-2)			
	Total Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award Fee	Total Task Order Values	Total Funding Allotted
Previous	(b)(4)		$136,375,232	(b)(4)		$37,635,325	$74,964,975
This Mod			0			$0	120,000
New Total			$136,375,232			$37,635,325	$75,084,975

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	7/27/10

The purpose of this modification is to increase funding by $120,000 from the PR 4200350480.

B 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	Page(s) Added
B-6(mod 51)	B-6(mod 52)

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 September 3, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$74,964,975	$ 120,000	$75,084,975

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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)*
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).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.)*

	MAXIMUM QUANTITY (ref. Clause B-1, Table B-1)			This is completed top value thru CY2 -1/31/09 TASK ORDER CUMULATION (ref. Clause B.2, Table B-2)			
	Total Potential Estimated Cost	Total Potential Award Fee	Total Potential Contract Value	Total Estimated Cost	Total Estimated Award. Fee	Total Task Order Values	Funding Allotted
Previous	(b)(4)		$136,375,232	(b)(4)		$37,635,325	$75,084,975
This Mod			0			$0	1,066,479
New Total			$136,375,232			$37,635,325	$76,151,454

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	8/11/09

The purpose of this modification is to increase funding by $1,066,479 from the PR 4200353155

PR 4200353155 – MSFC

62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22010D/234A/1/84	$574,500
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22010D/234A/1/84	$143,000
62QD20/6100.2511/62/FC000000/595551.01.08.01.VP08/.09/000/2510/62/CASX22009R/CASP/2/85	$ 31
62QD20/6100.2511/62/FC000000/595551.01.08.10.VP01/.10/000/2510/62/CASX22010R/CASP/3/86	$ 1,353
62QD30/6100.2511/62/FC000000/604746.03.01.08/000/2510/62/EXPX22010D/234A/4/87	$ 36,851
62QD30/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22010D/234A/5/88	$ 72,426
62QD30/6100.2511/62/FC000000/604746.03.02.03.08/000/2510/62/EXPX22010D/234A/6/89	$ 20,323
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22010D/234A/7/90	$ 27,580
62QD10/6100.2511/62/FC000000/811540.03.03.08/000/2510/62/CASX22010D/512F/8/91	$ 6,000
62QD20/6100.2511/62/FC000000/644423.06.34.06.01.08/000/2510/62/EXPX22010D/234A/9/92	$ 9,000
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22010D/361N/10/93	$162,915
62QD20/6100.2511/62/FC000000/411672.06.04.01/000/2510/62/SCEX22010D/196V/11/223	$ 12,500
TOTAL	**$1,066,479**

B 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	Page(s) Added
B-6(mod 53)	B-6(mod 54)

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 September 1, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$75,084,975	$ 1,066,479	$76,151,454

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY — CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* — CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 — FACILITY CODE CAGE 1PM71

(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

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)*
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).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	$76,151,454
This Mod			0	$ 827,475
New Total			$136,375,232	$76,978,929

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Glen Alexander
Contracting Officer

CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY: *(Signature of Contracting Officer)*	8/17/10

The purpose of this modification is to increase funding by $1,066,479 from the PR 4200353155

PR 4200354916– SSC:	
64PA00/6100.2511/64/FC000000/206518.10.70.01/000/2510/64/EXPX22010D/234A/1/2	$ 31,500
64PA00/6100.2511/64/FC000000/206518.10.70.02/000/2510/64/EXPX22010D/234A/2/3	$ 13,500
PR 4200354930 – MSFC:	
62QD20/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22010D/733B/1/2	$ 90,000
62QD30/6100.2511/62/FC000000/724297.50.56.08/000/2510/62/CASX22010D/512F/2/3	$ 1,500
62QD20/6100.2511/62/FC000000/724297.60.61.08.02/000/2510/62/CASX22010D/512F/3/4	$ 1,500
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22010D/538A/4/5	$405,000
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22010D/538A/5/6	$ 6,370
62QD30/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22010D/538A/6/7	$ 1,000
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22010D/234A/7/8	$ 30,000
62QD30/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22010D/234A/8/9	$ 65,105
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22010D/234A/9/10	$ 24,000
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX22010D/512F/10/11	$ 8,000
62QD10/6100.2511/62/FC000000/736466.01.09.08.05.2/6/000/2510/62/CASX22010D/361N/11/12	$150,000
TOTAL	**$827,475**

B 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	Page(s) Added
B-6(mod 54)	B-6(mod 55)

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 13, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$76,151,454	$ 827,475	$76,978,929

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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).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	$76,978,929
This Mod			0	$ (14,570)
New Total			$136,375,232	$76,964,359

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	8/23/10

The purpose of this modification is to decrease funding by $14,570 from wbs 736466.05.01.08.

B 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	Page(s) Added
B-6(mod 54)	B-6(mod 55)

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 13, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$76,978,929	$ (14,570)	$76,964,359

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
Email: Glen.A.Alexander@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5568

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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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	$76,964,359
This Mod			0	$ 78,000
New Total			$136,375,232	$77,042,359

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Randall S. Reed Bastion Program Manager	Glen Alexander Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	9/10/10
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY *(Signature of Contracting Officer)*	9/10/10

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

4200357592 - Stennis:	
64QA00/6100.2511/64/FC000000/736466.06.07.09/000/2510/64/CASX22010D/361N/1/2	$10,000
4700357593- Stennis:	
64QA00/6100.2511/64/FC000000/432938.10.01.09/000/2510/64/CASX22010D/361N/1/2	$68,000
Total	$78,000

B. This modification incorporates the clause 52.232-19 entitled "Availability of Funds for the Next Fiscal Year" into the contract.

52.232-19 Availability of Funds for the Next Fiscal Year.

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

C. The clause (52.232-19) in paragraph B of this modification applies to the entire contract.

D. Attached with this modification is a slip sheet to page I-16 reflecting the addition of clause 52.232-19 to the contract.

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	Page(s) Added
B-6(mod 56)	B-6(mod 57)
I-14 to I-18(basic)	I-14 to I-18(Mod 57)

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 13, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$76,964,359	$ 78,000	$77,042,359

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	Contract Periods
(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)

I.15 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 micro curies per gram or the activity per item equals or exceeds 0.01 micro curies. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro curies per gram or activity per item equals or exceeds 0.01 micro curies, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I.16 52.232.18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which

payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.16 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.17 52.244-2 – SUBCONTRACTS (ALTERNATE I) (MAR 2005)

(a) *Definitions.* As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

"ALL INDIVIDUAL SUBCONTRACTS WITH AN ESTIMATED VALUE GREATER THAN $500,000.00"

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in

litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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
CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71		10B. DATED *(SEE ITEM 13)* 01/12/07

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

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.

Page(s) Deleted	Page(s) Added
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. .

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:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
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.

Amount	Contract Periods
(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)

(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)

(f)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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
CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71		10B. DATED *(SEE ITEM 13)* 01/12/07

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item t4. 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.

t2. ACCOUNTING AND APPROPRIATION DATA *(If required)*
e 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.t03(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	$77,912,260
This Mod			0	$ 786,800
New Total			$136,375,232	$78,699,060

t5A. 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)*	t5C. 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.

4200359752- Marshall:	
62QD30/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22010D/234A/1 2	$20,000
62QD30/6100.2511/62/FC000000/604746.03.01.08/000/2510/62/EXPX22010D/234A/2/3	$15,000
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22010D/234A/3/4	$20,000
4200359391 - Marshall	
62QD30/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22010D/234A/1/2	$20,000
62QD30/6100.2511/62/FC000000/604746.03.01.08/000/2510/62/EXPX22010D/234A/2/3	$15,000
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22010D/234A/3/4	$20,000
4200359945 – Marshall	
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/1/2	$288,064
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX12011D/361N/2/3	$273,536
62QD10/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12011D/512F/3/4	$115,200
Total	$786,800

D. Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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.

Page(s) Deleted	Page(s) Added
B-7(mod 58)	B-7(mod 59)

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 November 2,2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$77,912,260	$ 786,800	$78,699,060

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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	$78,699,060
This Mod			0	$ 1,541,000
New Total			$136,375,232	$80,240,060

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	10/28/10

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

4200362034- Marshall:

62QD20/6100.2511/62/FC000000/769347.05.08.17.01.01/000/2510/62/EXCX22011D/733B/1/2	$ 20,000
62QD20/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22011D/733B/2/3	$ 55,000
62QD20/6100.2511/62/FC000000/769347.05.08.05.01.01/000/2510/62/EXCX22011D/733B/3/4	$ 36,000
62QD20/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22011D/733B/4/5	$250,000
62QD20/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22011D/733B/5/6	$180,000
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22010D/538A/6/7	$800,000
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22010D/538A/7/8	$100,000
62QD30/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22010D/538A/8/9	$100,000
Total	$1,541,000

D. Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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.

Page(s) Deleted	Page(s) Added
B-7(mod 59)	B-7(mod 60)

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 December 13, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$78,699,060	$ 1,541,000	$80,240,060

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5565	PS52/MMC

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)
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).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	$80,240,060
This Mod			0	$ 150,000
New Total			$136,375,232	$80,390,060

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
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	5/2/10

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

4200362309- Stennis:
64PA00/6100.2511/64/FC000000/750271.03.09/000/2510/64/EXCX22011D/734A/1/2 $150,000

D. Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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.

Page(s) Deleted	Page(s) Added
B-7(mod 60)	B-7(mod 61)

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 December 13, 2010.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$80,240,060	$ 150,000	$80,390,060

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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	$80,390,060
This Mod			0	$ 1,112,541
New Total			$136,375,232	$81,502,601

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 PR.

4200365291- Stennis:	
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.0/4.23/000/2510/64/EXPX22011D/234A/1/2	$52,000
4200365289 – Stennis	
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.0/4.53/000/2510/64/EXPX22011D/234A/1/2	$52,000
4200367456 – Stennis:	
64QA00/6100.2511/64/FC000000/736466.05.01.09/000/2510/64/CASX12011D/361N/1/2	$50,000
4200367822 – Stennis:	
64QA00/6100.2511/64/FC000000/736466.06.07.09/000/2510/64/CASX12011D/361N/1/2	$ 7,500
4200365869 – MSFC:	
62QD30/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22011D/234A/1/2	$100,000
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22011D/234A/2/3	$ 20,000
4200365791 – MSFC:	
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22010D/538A/1/2	$164,000.
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22010D/538A/2/3	$ 26,000
4200365605 – MSFC:	
62QD20/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22011D/733B/1/2	$150,000
62QD20/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22011D/733B/2/3	$ 50,000
42003656844 - MSFC:	
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22010D/538A/1/2	$207,462
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22010D/538A/2/3	$73,579
62QD30/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22010D/538A/3/4	$47,000
4200367231 – MSFC	
62QD01/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/1/2	$60,000
62QD01/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX12011D/361N/2/3	$53,000
TOTAL	$1,112,541

Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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.

Page(s) Deleted	Page(s) Added
B-7(mod 61)	B-7(mod 62)

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 January 18, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$80,390,060	$ 1,112,541	$81,502,601

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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	$81,502,601
This Mod			0	$ 874,070
New Total			$136,375,232	$82,376,671

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

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

4200370379 –MSFC	
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12011D/512F/1/2	$ 5,154.00
4200370282 – MSFC	
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12011D/512F/1/2	$133,793.00
4200370135 – MSFC	
62QD01/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/1/2	$292,680.00
62QD01/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX12011D/361N/2/3	$384,660.00
4200369472 – MSFC	
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12011D/512F/1/2	$ 25,783.00
4200368670 – MSFC	
62QD20/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22011D/733B/1/2	$ 12,000.00
62QD20/6100.2511/62/FC000000/769347.05.08.17.01.01/000/2510/62/EXCX22011D/733B/2/3	$ 3,000.00
62QD20/6100.2511/62/FC000000/769347.05.08.05.01.01/000/2510/62/EXCX22011D/733B/3/4	$ 5,000.00
62QD20/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22011D/733B/4/5	$ 12,000.00
TOTAL	$874,070.00

B. Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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	Page(s) Added
B-7(mod 62)	B-7(mod 63)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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(earned per PEB)	Year 6						
Award Term 1 Year 2(earned per PEB)	Year 7						
Award Term 2 Year 1	Year 8						
Award Term 2 Year 2	Year 9						
Award Term 3	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*.** The maximum potential award fee is **$ See Below*.** The maximum award term fee is **$ See Below*.** Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*.**

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

Intentionally Left Blank

NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1						
Fee Period 1	(b)(4)					
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Option 1						
Fee Period 4						
Option 2						
Fee Period 5						
Option 3						
Fee Period 6						
Award Term Period 1						
Fee Period 7						
Award Term Period 2						
Fee Period 8						
Award Term Period 3						
Fee Period 9						
Award Term Period 4						
Fee Period 10						
Award Term Period 5						
Fee Period 11						
TOTALS						

* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 19)

CONTRACT NNM07AA74C

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months , unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 February 7, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$81,502,601	$ 874,070	$82,376,671

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	Contract Periods
(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)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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	$82,376,671
This Mod			0	$ 344,500
New Total			$136,375,232	$82,721,171

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

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

4200371241 – Stennis:

64PA00/6100.2511/64/FC000000/750271.03.09/000/2510/64/EXCX22011D/734A/1/2	$100,000
64PA00/6100.2511/64/FC000000/417230.08.01.01.01/000/2510/64/EXCX22011D/538A/2/3	$ 85,000
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.04.53/000/2510/64/EXPX22011D/234A/3/4	$ 30,000
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.04.23/000/2510/64/EXPX22011D/234A/4/5	$ 30,000

4200371330 – Stennis:

64QA00/6100.2511/64/FC000000/736466.05.01.09/000/2510/64/CASX12011D/361N/1/2	$ 99,500
TOTAL	$344,500

B. Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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	Page(s) Added
B-7(mod 63)	B-7(mod 64)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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(earned per PEB)	Year 6						
Award Term 1 Year 2(earned per PEB)	Year 7						
Award Term 2 Year 1	Year 8						
Award Term 2 Year 2	Year 9						
Award Term 3	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*.** The maximum potential award fee is **$ See Below*.** The maximum award term fee is **$ See Below*.** Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*.**

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1	(b)(4)					
Fee Period 1						
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Option 1						
Fee Period 4						
Option 2						
Fee Period 5						
Option 3						
Fee Period 6						
Award Term Period 1						
Fee Period 7						
Award Term Period 2						
Fee Period 8						
Award Term Period 3						
Fee Period 9						
Award Term Period 4						
Fee Period 10						
Award Term Period 5						
Fee Period 11						
TOTALS						

* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 19)

CONTRACT NNM07AA74C

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months , unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 December 5, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$82,376,671	$ 344,500	$82,721,171

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	Contract Periods
(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)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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
CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71		10B. DATED *(SEE ITEM 13)* 01/12/07

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).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	$82,721,171
This Mod			0	$ 504,000
New Total			$136,375,232	$83,225,171

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

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

4200372029 – Marshall:

62QD20/6100.2511/62/FC000000/401769.06.02.02.02.01/000/2510/62/EXCX22011D/733B/1/2	$ 18,000.00
62QD20/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22011D/733B/2/3	$350,000.00
62QD20/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22011D/733B/3/4	$136,000.00
Total	$504,000.00

B. Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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	Page(s) Added
B-7(mod 64)	B-7(mod 65)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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(earned per PEB)	Year 6						
Award Term 1 Year 2(earned per PEB)	Year 7						
Award Term 2 Year 1	Year 8						
Award Term 2 Year 2	Year 9						
Award Term 3	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*.** The maximum potential award fee is **$ See Below*.** The maximum award term fee is **$ See Below*.** Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*.**

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1 Fee Period 1 Fee Period 2 **TOTAL** **Base Year 2** Fee Period 3 **Option 1** Fee Period 4	(b)(4)					
Option 2						
Fee Period 5						
Option 3						
Fee Period 6						
Award Term Period 1						
Fee Period 7						
Award Term Period 2						
Fee Period 8						
Award Term Period 3						
Fee Period 9						
Award Term Period 4						
Fee Period 10						
Award Term Period 5						
Fee Period 11						
TOTALS						

* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 19)

CONTRACT NNM07AA74C

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months , unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 February 22, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$82,721,171	$ 504,000	$83,225,171

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	Contract Periods
(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)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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
CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71		10B. DATED *(SEE ITEM 13)* 01/12/07

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)*

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).LIMITATION OF FUNDS
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Option to Extend the Term of the Contract and Clause H-18, Award Term
	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	$83,225,171
This Mod			$113,736,798	$ 0
New Total			$250,112,030	$83,225,171

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Mark R. Stiles, 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

A. The purpose of this modification is to increase the period of performance and contract value by exercising option 3 and adding the first award term award to the contract. This will extend the period of performance to 1/13/2014 and increase the contract value to $250,112,030.00

B. Mod 66 also incorporates clause 52.204-10 at no addition cost.

C. Attached with this modification is slip sheet to page F-1 reflecting the increase in period of performance to 1/31/2014 and I-1 which incorporates the addition of clause 52.204-10.

D. 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	Page(s) Added
F-1(Mod 45)	F-1(Mod 66)
I-1(Basic)	I-1(MOD 66)

E. Contractors Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractors proposal(s) for adjustment listed below, the Contractor hereby releases the Government from any and all liability under this Contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal(s) for adjustment.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

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

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

Clause Number	Title	Date
	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, 2014. 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:

Contract Periods.	Period of Performance
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.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]

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://www.arnet.gov/far/

NASA FAR Supplement clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

MSFC Clauses: http://ec.msfc.nasa.gov/msfc/msfc_uni.html

PART A: Federal Acquisition Regulation (48 CFR Chapter 1)

Number	Clause Title	Date
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Oct 2003
52.204.10	Reporting Executive Compensation and First Tier Subcontract Awards	(Jul 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-2	Audit and Records – Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997

Number	Clause Title	Date
52.215-9	Changes or Additions to Make-or-Buy Program	Oct 1997
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement	Oct 1997
52.215-19	Notification of Ownership Changes	Oct 1997
52-215.21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate I) "Microsoft Excel (PC Compatible)"	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate II-Oct 97 – Send copies to cognizant DCAA) (Alternate III-Oct 97- MS word and excel transmitted via e-mail.	Oct 1997
52.216-7	Allowable Cost and Payment	Dec 2002
52.217-8	Option to Extend Services "30 days"	Nov 1999
52.219-6	Notice of Total Small Business Set-Aside	Jul 1996
52.219-16	Liquidated Damages-Subcontracting Plan	Jan 1999
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums "See Section B"	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	Sep 2000
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-38	Compliance with Veteran's Employment Reporting Requirements	Dec 2001
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.222-54	Employment Eligibility Verification	Jan 2009
52.223-5	Pollution Prevention and Right-to-Know Information	Aug 2003
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate I)	Aug 2003
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate II)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001

Number	Clause Title	Date
52.223-10	Waste Reduction Program	Aug 2000
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-13	Certificate of Toxic Chemical Release Reporting	Aug 2003
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Dec 2003
52.227-11	Patent Rights—Retention by the Contractor (Short Form)	Jun 1997
52.227-14	Rights In Data-General-As modified by NASA FAR Supplement (NFS) 1852.227-14	Oct 1995
52.227-16	Additional Data Requirements	Jun 1987
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	Apr 1998
52.230-6	Administration Of Cost Accounting Services	Nov 1999
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-19	Availability of Funds for the Next Fiscal Year **"**September 30, 200**7"**	Apr 1984
52.232-22	Limitation Of Funds	Apr 1984
52.232-23	Assignment Of Claims	Jan 1986
52.232-24	Prohibition Of Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-25	Prompt Payment (Alternate I)	Feb 2002
52.232-33	Payment By Electronic Funds Transfer- Central Contractor Registration	Oct 2003
52.232-34	Payment By Electronic Funds Transfer- Other Than Central Contractor Registration	May 1999
52.232-35	Designation Of Office For Government Receipt Of Electronic Funds Transfer Information	May 1999
52.233-1	Disputes	Jul 2002
52.233-1	Disputes (Alternate I)	Dec 1991
52.233-3	Protest After Award	Aug 1996
52.233-3	Protest After Award (Alternate I)	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy Or Security Safeguards	Aug 1996
52.242-1	Notice Of Intent To Disallow Costs	Apr 1984
52.242-3	Penalties For Unallowable Costs	May 2001
52.242-4	Certification Of Final Indirect Costs	Jan 1997

Number	Clause Title	Date
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes-Cost Reimbursement	Aug 1987
52.243-2	Changes-Cost Reimbursement (Alternate II)	Apr 1984
52.244-5	Competition In Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Feb 2006
52.245-1	Property Records	Apr 1984
52.245-5	Government Property (Cost-Reimbursement, Time-And-Material or Labor-Hour Contracts)	May 2004
52.246-25	Limitation Of Liability-Services	Feb 1997
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003
52.248-1	Value Engineering	Feb 2000
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.251-1	Government Supply Sources Interagency	Apr 1984
52.251-2	Fleet Management System Vehicles And Related Services	Jan 1991
52.253-1	Computer Generated Forms	Jan 1991

(End of Clause)

PART B: NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

Number	Clause Title	Date
1852.203-70	Display of Inspector General Hotline Posters	Jun 2001
1852.216-89	Assignment and Release Forms	Jul 1997
1852.219-74	Use of Rural Area Small Businesses	Sep 1990
1852.219-75	Small Business Subcontracting Reporting	May 1999
1852.219-77	NASA Mentor-Protégé Program	May 1999
1852.223-74	Drug and Alcohol-Free Workforce	Mar 1996
1852.227-11	Patent Rights--Retention by the Contractor (Short Form)	No Date
1852.227-14	Rights in Data--General **Modifies FAR Clause**	No Date
1852.227-19	Commercial Computer Software—Restricted Rights **Modifies FAR Clause**	No Date
1852.227-70	New Technology	May 2002
1852.227-71	Requests for Waiver of Rights to Inventions.	Apr 1984
1852.227-72	Designation of New Technology Representative and Patent Representative	Jul 1997
1852.227-86	Commercial Computer Software—Licensing	Dec 1987
1852.237-70	Emergency Evacuation Procedures	Dec 1988
1852.242-78	Emergency Medical Services and Evacuation	Apr 2001
1852.243-71	Shared Shavings	Mar 1997
1852.245-70	Contractor Requests for Government-Owned Equipment	Jul 1997

(End of Clause)

I.2 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.3 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of "Secret". See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-12

(End of Clause)

I.4 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2007)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries

(NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen
(14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of “level 1” information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1)9 through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor’s information system.

(End of clause)

I.5 1852.215-84 OMBUDSMAN (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation Ombudsman, Ms. Robin N. Henderson, George C. Marshall Space Flight Center, DE01, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1919, facsimile: 256-544-7920, and e-mail address: Robin.N.Henderson@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail, james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(ALTERNATE I) (JUN 2000)

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of Clause)

I.6 Reserved

I.7 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least $100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least $500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury liability and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

> "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

I.8 1852.243-70 ENGINEERING CHANGE PROPOSALS (OCT 2001)

(a) Definitions.

"ECP" means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

(b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" increase or decrease adjustment amount, if any, and the required *period of performance* adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" e*stimated cost* and *period of performance* adjustments, if any, prior to issuing an order for implementation of the change.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(ALTERNATE I) (JUL 1997)

As prescribed in 1843.205-70(a)(2), add the following paragraph (f), modified to suit contract type, to the basic clause:

(f) If the *estimated cost* adjustment proposed for any Contractor-originated ECP is $500,000 or less, the ECP shall be executed with no adjustment to the contract *estimated cost*.

(ALTERNATE II) (SEP 1990)

As prescribed in 1843.205-70(a)(3), add the following sentence at the end of paragraph (c) of the basic clause:

An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(End of Clause)

I.9 Reserved

I.10 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the MSFC Procurement Officer and shall not be binding until so approved.

(End of Clause)

I.11 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.12 52.216-18 – ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **February 1, 2007** through **January 31, 2017**, if all options are exercised and award term periods are earned.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.13 52.216-19 – ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **$30,000,000.00**;

(2) Any order for a combination of items in excess of **$30,000,000.00**; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.14 52.216-22 – INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **January 31, 2017**.

(End of Clause)

I.15 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 micro curies per gram or the activity per item equals or exceeds 0.01 micro curies. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro curies per gram or activity per item equals or exceeds 0.01 micro curies, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I.16 52.232.18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which

payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.17 52.244-2 – SUBCONTRACTS (ALTERNATE I) (MAR 2005)

(a) *Definitions.* As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)or (e) or this clause.

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

"ALL INDIVIDUAL SUBCONTRACTS WITH AN ESTIMATED VALUE GREATER THAN $500,000.00"

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor**.**

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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 _ 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)		$250,112,030	$83,225,171
This Mod			0	$ 777,500
New Total			$250,112,030	$84,002,671

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

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

4200373062 – Marshall:	
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22011D/538A/1/2	$390,000
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22011D/538A/2/3	$ 10,000
62QD30/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22011D/234A/3/4	$130,000
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22011D/234A/4/5	$ 30,000
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22011D/234A/5/6	$230,000
Deobligation	
62QD30/6100.2511/62/FC000000/411672.06.04.01/000/2510/62/SCEX22010D	($12,500)
TOTAL	$777,500

B. Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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	Page(s) Added
B-7(mod 65)	B-7(mod 67)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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(earned per PEB)	Year 6						
Award Term 1 Year 2(earned per PEB)	Year 7						
Award Term 2 Year 1	Year 8						
Award Term 2 Year 2	Year 9						
Award Term 3	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*.** The maximum potential award fee is **$ See Below*.** The maximum award term fee is **$ See Below*.** Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*.**

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

Intentionally Left Blank

NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1	(b)(4)					
Fee Period 1						
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Option 1						
Fee Period 4						
Option 2						
Fee Period 5						
Option 3						
Fee Period 6						
Award Term Period 1						
Fee Period 7						
Award Term Period 2						
Fee Period 8						
Award Term Period 3						
Fee Period 9						
Award Term Period 4						
Fee Period 10						
Award Term Period 5						
Fee Period 11						
TOTALS						

* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 19)

CONTRACT NNM07AA74C

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months , unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 9, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$83,225,171	$ 777,500	$84,002,671

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	Contract Periods
(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)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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 _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)		$250,112,030	$84,002,671
This Mod			0	$ 255,580
New Total			$250,112,030	$84,258,251

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

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

4200365845 – Marshall:	
62QD30/6100.2511/62/FC000000/136905.02.09.08.01/000/2510/62/EXPX22011D/234A/1/2	$ 30,833
STENNIS:	
4200374680	
64PA00/6100.2511/64/FC000000/750271.03.09/000/2510/64/EXCX22011D/734A/1/2	$100,000
4200374380	
64QA00/6100.2511/64/FC000000/136905.98.05.02.09/000/2510/64/EXPX02009D/234A/1/2	$ 15,000
4200374375	
64QA00/6100.2511/64/FC000000/956635.09.06.01.05/000/2510/64-956635/EXCX02006D/538A/1/2	$ 98,000
4200374374	
64QA00/6100.2511/64/FC000000/736466.05.01.09/000/2510/64/CASX12011D/361N/1/2	$ 11,747
TOTAL	$255,580

B. Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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	Page(s) Added
B-7(mod 65)	B-7(mod 67)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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(earned per PEB)	Year 6						
Award Term 1 Year 2(earned per PEB)	Year 7						
Award Term 2 Year 1	Year 8						
Award Term 2 Year 2	Year 9						
Award Term 3	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*.** The maximum potential award fee is **$ See Below*.** The maximum award term fee is **$ See Below*.** Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*.**

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1 Fee Period 1 Fee Period 2 **TOTAL** **Base Year 2** Fee Period 3 **Option 1** Fee Period 4	(b)(4)					
Option 2						
Fee Period 5						
Option 3						
Fee Period 6						
Award Term Period 1						
Fee Period 7						
Award Term Period 2						
Fee Period 8						
Award Term Period 3						
Fee Period 9						
Award Term Period 4						
Fee Period 10						
Award Term Period 5						
Fee Period 11						
TOTALS						

* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 19)

CONTRACT NNM07AA74C

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months , unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$84,002,671	$ 255,580	$84,258,251

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	Contract Periods
(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)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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 _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)		$250,112,030	$84,258,251
This Mod			0	$ 937,000
New Total			$250,112,030	$85,195,251

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

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

4200377238- Marshall	
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22011D/538A/1/2	$ 90,000
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22011D/234A/2/3	$715,000
4200378432	
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22011D/538A/1/2	$ 20,000
4200377189 - Stennis	
64RA10/6100.2511/64/FC000000/097596.09.01.01/000/2510/64/CECX62010D/769Z/1/2	$ 5,000
64RA10/6100.2511/64/FC000000/145812.09.01.02/000/2510/64/CASX32009D/255X/1/43	$ 5,000
64RA10/6100.2511/64/FC000000/677932.09.01.03/000/2510/64/CASX32009D/255X/1/84	$ 5,000
64RA10/6100.2511/64/FC000000/241491.50.09.01/000/2510/64/CECX62010D/672F/1/125	$ 5,000
64RA10/6100.2511/64/FC000000/269915.09.01.04/000/2510/64/CECX62010D/769Z/1/166	$ 7,000
64RA10/6100.2511/64/FC000000/677932.09.01.01/000/2510/64/CASX32009D/255X/1/207	$ 15,000
4200376026	
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.0/4.63/000/2510/64/EXPX22011D/234A/1/2	$ 70,000
TOTAL	$937,000

B. Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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	Page(s) Added
B-7(mod 68)	B-7(mod 69)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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(earned per PEB)	Year 6						
Award Term 1 Year 2(earned per PEB)	Year 7						
Award Term 2 Year 1	Year 8						
Award Term 2 Year 2	Year 9						
Award Term 3	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*.** The maximum potential award fee is **$ See Below*.** The maximum award term fee is **$ See Below*.** Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*.**

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1 Fee Period 1 Fee Period 2 **TOTAL** **Base Year 2** Fee Period 3 **Option 1** Fee Period 4	(b)(4)					
Option 2						
Fee Period 5						
Option 3						
Fee Period 6						
Award Term Period 1						
Fee Period 7						
Award Term Period 2						
Fee Period 8						
Award Term Period 3						
Fee Period 9						
Award Term Period 4						
Fee Period 10						
Award Term Period 5						
Fee Period 11						
TOTALS						

* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 19)

CONTRACT NNM07AA74C

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months , unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 April 8, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$84,258,251	$ 937,000	$85,195,251

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	Contract Periods
(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)

B-7 (Modification 69)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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).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 _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)		$250,112,030	$85,195,251
This Mod			0	$ 1,066,212
New Total			$250,112,030	$86,261,463

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

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

4200385219- Marshall	
62QD20/6100.2511/62/FC000000/769347.05.08.05.01.02/000/2510/62/EXCX22011D/733B/10/11	$ 25,000
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22011D/538A/1/2	$ 587,664
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22011D/538A/2/3	$ 64,411
62QD30/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22011D/538A/3/4	$ 41,332
62QD10/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22011D/733B/4/5	$ 25,000
62QD10/6100.2511/62/FC000000/401769.06.02.02.02.01/000/2510/62/EXCX22011D/733B/5/6	$ 13,940
62QD10/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22011D/733B/6/7	$ 122,763
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/7/8	$ 28,000
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX12011D/361N/8/9	$ 82,750
62QD10/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12011D/512F/9/10	$ 24,252
4200381288 - Wallops	
0000518030/6100.2511/51/FC000000/736466.05.01.04.16/000/2510/51/CASX12011D/361N/1/2	$ 25,000
4200382983 – Stennnis	
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.0/4.63/000/2510/64/EXPX22011D/234A/1/2	$ 26,100
TOTAL	$1,066,212

B. Attached with this modification is slip sheet to page B-7 reflecting the increase in funding.

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	Page(s) Added
B-7(mod 69)	B-7(mod 70)

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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(earned per PEB)	Year 6						
Award Term 1 Year 2(earned per PEB)	Year 7						
Award Term 2 Year 1	Year 8						
Award Term 2 Year 2	Year 9						
Award Term 3	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*.** The maximum potential award fee is **$ See Below*.** The maximum award term fee is **$ See Below*.** Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*.**

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1	(b)(4)					
Fee Period 1						
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Option 1						
Fee Period 4						
Option 2						
Fee Period 5						
Option 3						
Fee Period 6						
Award Term Period 1						
Fee Period 7						
Award Term Period 2						
Fee Period 8						
Award Term Period 3						
Fee Period 9						
Award Term Period 4						
Fee Period 10						
Award Term Period 5						
Fee Period 11						
TOTALS						

* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 19)

CONTRACT NNM07AA74C

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months , unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 May 3, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$85,195,251	$ 1,066,212	$86,261,463

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	Contract Periods
(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)

B-7 (Modification 70)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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
CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71		10B. DATED *(SEE ITEM 13)* 01/12/07

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)*

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).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 _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)		$250,112,030	$86,261,463
This Mod			0	$ 0
New Total			$250,112,030	$86,261,463

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

This modification is issued pursuant to Clause B.3 AWARD FEE AND AWARD TERM FOR SERVICE CONTRACTS, the Fee Determination Official's Award Fee Findings and Determination dated March 31,2011, the contractor's acceptance letter dated April 1, 2011, and the "Limitation of Funds" clause.

The purpose of this modification is to provide award fee for the period February1, 2010, through January 31, 2011. As a result, the contract is revised by inclusion of the following changes.

A. Clause B.6, "Contract Funding," subparagraph (c), is modified as follows:

- Decrease the funding amount allotted for "Estimated Cost" from (b)(4) to (b)(4)
- Decrease the funding amount allotted for "Provisional Award Fee" from (b)(4) to (b)(4)
- Increase the funding amount allotted for "Award Fee Earned" from (b)(4) to (b)(4)

B. 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	Page(s) Added
B-4	B-4
B-7	B-7

All other terms and conditions of contract NNM07AA74C remain unchanged.

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 3, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$86,261,463	$ 0	$86,261,463

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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
CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71		10B. DATED *(SEE ITEM 13)* 01/12/07

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)*

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).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 _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)		$250,112,030	$86,261,463
This Mod			0	$ 1,496,059
New Total			$250,112,030	$87,757,522

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	

A. This modification provides additional funding as specified below.

Marshall PR:

4200386380	
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22011D/538A/1/2	$414,000
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22011D/538A/2/3	$ 32,000
62QD30/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22011D/538A/3/4	$ 44,000
62QD20/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22011D/733B/4/5	$ 65,000
62QD20/6100.2511/62/FC000000/769347.05.08.05.01.01/000/2510/62/EXCX22011D/733B/5/6	$ 5,000
62QD20/6100.2511/62/FC000000/769347.05.08.05.01.02/000/2510/62/EXCX22011D/733B/6/7	$ 15,000
62QD20/6100.2511/62/FC000000/769347.05.08.17.01.01/000/2510/62/EXCX22011D/733B/7/8	$ 20,000
62QD20/6100.2511/62/FC000000/401769.06.02.02.02.01/000/2510/62/EXCX22011D/733B/8/9	$ 25,533
62QD20/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22011D/733B/9/10	$485,859
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/10/11	$116,000
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX12011D/361N/11/12	$127,000
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12011D/512F/12/13	$ 27,500
Stennis PR	
4200387172:	
64QA00/6100.2511/64/FC000000/736466.06.07.09/000/2510/64/CASX12011D/361N/1/2	$ 10,000
4200387131:	
64QA00/6100.2511/64/FC000000/736466.05.01.09/000/2510/64/CASX12011D/361N/1/2	$ 90,000
4200387039:	
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.0/4.23/000/2510/64/EXPX22011D/234A/1/2	$ 25,000
4200385342:	
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.04.53/000/2510/64/EXPX22010D/234A/1/2	$ 23,589.09
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.04.53/000/2510/64/EXPX22011D/234A/2/3	$ 1,410.91
Deobligation:	
136905.02.09.08.01 / EXPX22011D / 62QD30	($30,833)
TOTAL	**$1,496,059**

B. 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	Page(s) Added
B-7(Mod 71)	B-7(Mod 72)

All other terms and conditions of contract NNM07AA74C remain unchanged.

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 31, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$86,261,463	$1,496,059	$87,757,522

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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)		$250,112,030	$87,757,522
This Mod			0	$ 1,853,378
New Total			$250,112,030	$89,610,900

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 BY	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

A. This modification provides additional funding as specified below.

Marshall PR:	
4200391239	
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22011D/538A/1/2	$659,569
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22011D/538A/2/3	$ 55,782
62QD30/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22011D/538A/3/4	$ 84,649
62QD20/6100.2511/62/FC000000/769347.05.08.05.01.02/000/2510/62/EXCX22011D/733B/4/5	$ 20,000
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/5/6	$183,896
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX12011D/361N/6/7	$190,806
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12011D/512F/7/8	$104,234
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22011D/234A/8/9	$414,442
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22011D/234A/9/10	$ 20,000
62QD30/6100.2511/62/FC000000/122711.03.06.08.01/000/2510/62/AERX22011D/028A/10/11	$ 20,000
Stennis PR	
4200389339:	
64PA00/6100.2540/64/FC000000/750271.03.09/000/2540/64/EXCX22011D/734A/1/2	$100,000
TOTAL	**$1,853,378**

B. This mod also revises the overhead rates and as a result the labor rate table in J-9 in accordance with DCMA's letter dated 11/15/10.

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	Page(s) Added
B-7(Mod 72)	B-7(Mod 73)
J-9(Mod 44)	J-9(Mod 73)

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

All other terms and conditions of contract NNM07AA74C remain unchanged.

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in SECTION C, Description/Specification/Statement of Work presented as the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1.

(b) This is a cost-reimbursement, Indefinite Delivery, Indefinite Quantity (IDIQ) type contract. Fee will be evaluated subjectively (both for Award Fee and Award Term Fee), as described in attachment L-3 of this solicitation. Work will be authorized via Task Orders by the Contracting Officer which will be incorporated into Clause B.2 "Estimated Cost, Award Fee and Award Term Fee" by periodic contract modification. (See Clause H.4)

(c) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(d) The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar or related services.

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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(earned per PEB)	Year 6						
Award Term 1 Year 2(earned per PEB)	Year 7						
Award Term 2 Year 1	Year 8						
Award Term 2 Year 2	Year 9						
Award Term 3	Year 10						

1 Includes a 2.0% 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.2 ESTIMATED COST, AWARD FEE AND AWARD TERM FEE

(a) The estimated cost of this contract is **$ See Below*.** The maximum potential award fee is **$ See Below*.** The maximum award term fee is **$ See Below*.** Total estimated cost, maximum potential award fee, and maximum award term fee are **$ See Below*.**

In accordance with Clause H.4, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.

(b) Task Order summation (Table B-2) by contract year and evaluation period of estimated cost, maximum potential Award Fee, total Award Fee earned, maximum Award Term Fee and total Award Term Fee earned.

(c) NASA will maintain a detailed IDIQ Task Order list as part of the daily administration of the contract and will update the contract periodically (as frequently as necessary) to reflect a comprehensive listing of tasks authorized.

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NNM06AA74C Table B-2: Summation of Task Orders

Contract Period Covered	* Total Cost	Maximum Potential Award Fee	Total Award Fee Earned	Maximum Award Term Fee	Total Award Term Fee Earned	Total Task Order Value
Base Year 1						
Fee Period 1	(b)(4)					
Fee Period 2						
TOTAL						
Base Year 2						
Fee Period 3						
Option 1						
Fee Period 4						
Option 2						
Fee Period 5						
Option 3						
Fee Period 6						
Award Term Period 1						
Fee Period 7						
Award Term Period 2						
Fee Period 8						
Award Term Period 3						
Fee Period 9						
Award Term Period 4						
Fee Period 10						
Award Term Period 5						
Fee Period 11						
TOTALS						

* = Includes cost associated with PWS 2.0..

(End of clause)

B-4 (Modification 71)

CONTRACT NNM07AA74C

B.3 AWARD FEE AND AWARD TERM FEE FOR SERVICE CONTRACTS

1) (AWARD FEE)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning six (6) months after the effective date of this contract, the Government shall evaluate the Contractor's performance every six (6) months for the first year of contract performance (Base year 1). Beginning with Base Year 2, the Government shall evaluate the Contractor's performance every twelve (12) months , unless the frequency is changed by the changed by the Fee Term Determination Official (FTDO), to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Award Fee/Award Term Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office/RS33 or the designated paying office (i.e. NASA Shared Services Center) will make payment based on the issuance of a unilateral modification by the Contracting Officer incorporating the earned award fee.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at clause B.1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. Award Term Fee is fixed and payable as set forth in B.1 (amount) and B.4 (Payment of Fixed Fee) respectively.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount

of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2) AWARD TERM FEE (FIXED FEE)

(a) The Government shall pay the Contractor for performing this contract the Award Term Fee in the form of a fixed fee as specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

B.4 1852.216-75 PAYMENT OF FIXED FEE (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(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 July 11, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$87,757,522	$1,853,378	$89,610,900

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	Contract Periods
(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)

B-7 (Modification 73)

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified in paragraph (a) above, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

[END OF SECTION]

Page 11 redacted for the following reason:
- -
(b)(4) fully burdened labor rates

Technical Expert (TE)/Subject Matter Expert (SME) categories (defined Attachment J-6) with labor rates shall be proposed by the Offeror for this Solicitation; however, actual TE/SME labor/rate categories shall be negotiated and approved by the Contracting Officer on an individual basis, as required during the entire period of performance for this contract.

Page 13 redacted for the following reason:
- -
(b)(4) Award fee, award term fee (fixed fee) rate matrix

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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	Total Potential	Total Potential Contract Value	Funding Allotted
Previous	(b)(4)		$250,112,030	$89,610,900
This Mod			0	$ 2,806,720
New Total			$250,112,030	$92,417,620

15A. NAME AND TITLE OF SIGNER *(Type or print)*
RANDALL S REED, BASTION Program Manager

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED 6/30/11

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Glen Alexander
Contracting Officer

16B. UNITED STATES OF AMERICA
BY *(Signature of Contracting Officer)*

16C. DATE SIGNED 6/30/11

A. This modification provides additional funding as specified below.

Marshall PRs:	
4200394490:	
62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX12011D/361N/1/2	$ 5,000
4200395944:	
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22011D/538A/1/2	$600,000
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22011D/538A/2/3	$ 70,000
62QD30/6100.2511/62/FC000000/411011.03.03.01/000/2510/62/EXCX22011D/538A/3/4	$ 40,000
62QD20/6100.2511/62/FC000000/401769.06.02.02.02.01/000/2510/62/EXCX22011D/733B/4/5	$ 14,467
62QD20/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22011D/733B/5/6	$357,000
62QD20/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22011D/733B/6/7	$ 74,500
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/7/8	$148,000
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX12011D/361N/8/9	$150,000
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12011D/512F/9/10	$154,000
62QD30/6100.2511/62/FC000000/136905.03.01.08/000/2510/62/EXPX22011D/234A/10/11	$695,000
62QD30/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22011D/234A/11/12	$ 54,000
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22011D/234A/12/13	$ 16,000
62QD30/6100.2511/62/FC000000/122711.03.06.08.01/000/2510/62/AERX22011D/028A/13/14	$ 5,000
Stennis PRs	
4200394867:	
64PA00/6100.2511/64/FC000000/750271.03.09/000/2510/64/EXCX22011D/734A/1/2	$250,000
4200397182:	
64QA00/6100.2511/64/FC000000/736466.05.01.09/000/2510/64/CASX12011D/361N/1/2	$ 73,753
4200397242:	
64PA00/6100.2511/64/FC000000/804911.02.09.8998.11000/2510/64/CASX12011R/CASP/1/2	$ 25,000
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.04.53/000/2510/64/EXPX22011D/234A/2/3	$ 50,000
64PA00/6100.2511/64/FC000000/136905.08.04.02.09.04.23/000/2510/64/EXPX22011D/234A/3/4	$ 25,000
TOTAL	**$ 2,806,720**

B. 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	Page(s) Added
B-7(Mod 73)	B-7(Mod 74)
Section H(mod 18)	Section H(mod 74)

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 13, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$89,610,900	$2,806,720	$92,417,620

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	Contract Periods
(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 H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause Number	Title	Date
None included by reference.		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

Clause Number	Title	Date
1852.208-81	Restrictions On Printing And Duplicating	Nov 2004
1852.223-76	Federal Automotive Statistical Tool Reporting	Jul 2003
1852.228-72	Cross Waiver of Liability for Space Shuttle Services	Sep 1993
1852.228-76	Cross Waiver of Liability for Space Station Activities	Dec 1994
1852.228-78	Cross Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches	Sep 1993
1852.242-72	Observance Of Legal Holidays (Alternate II)	Oct 2000
1852.246-70	Mission Critical Space System Personnel Reliability Program	Mar 1997

(End of Clause)

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

(a) Pursuant to FAR Part 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest during the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award. The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the Contractor shall review FAR Subpart 9.5 – Organizational Conflicts of Interest, Clause H.3 "1852.209-71 Limitation of Future Contracting (Dec 1988)," and Clause K.3 "Certification Regarding Organizational Conflicts of Interest (OCI)".)

(b) The nature of this conflict is the following:

The S&MA Contractor, acting in a support role to the S&MA office, will be a primary source of safety, reliability, maintainability, and quality assurance

(SRM&QA) analyses and will assist MSFC in the evaluation of the performance of MSFC program prime Contractors and major subcontractors. The S&MA Contractor will develop SRM&QA plans and procedures; analyze MSFC program Contractors' plans, procedures and practices; and perform assessments of those prime Contractor and major subcontractor plans, procedures and practices to assure that acceptable SRM&QA requirements exist on all MSFC programs. Therefore, the S&MA Contractor will occupy a highly influential and responsible position and must not be in a position to make decisions favoring its own capabilities at the prime or major subcontractor level. With the exception of subject matter experts in a subcontracting role, the S&MA Contractor (including S&MA teaming partners), subcontractor(s), or their respective parent, subsidiary or other affiliated or successor entity shall not have any connection with a prime contract or subcontract for the design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC.

(c) With respect to the use of subject matter experts in a subcontracting role, within two working days of receipt of a Task Order Request causing such a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report detailing (in accordance DRD 1107MA-006):
(1) The nature of the conflict;
(2) Plan for avoiding, neutralizing, or mitigating the conflict; and
(3) The benefits and risks associated with acceptance of the plan.

(d) The Contracting Officer shall review the report and determine which of the following is in the best interest of the Government and shall so advise the Contractor:
(1) The subject matter expert shall perform consistent with the task order;
(2) The subject matter expert shall not perform the task order;
(3) The task order shall be cancelled or modified to remove the conflict, and/or work identified in the task order;
(4) The effort may be performed by other Government personnel, and/or the work may be obtained by the Government from another source not possessing a similar conflict of interest; or
(5) The Contractor may identify an alternative subject matter expert who can provide services consistent with the task order. Upon identification of an alternative subject matter expert, the Contractor must comply with the requirements of paragraph (c) herein and DRD 1107MA-006, if applicable.

(e) Any limitations on future contracting resulting from the Contractors or its subcontractor(s) in preparation of specifications/statements of work or access to proprietary, business confidential, or financial data of another company are identified in Clause H.3 "1852.209-71 Limitation of Future Contracting (Dec 1988)."

(f) The terms of this clause and application of this FAR Subpart to the contract are not subject to negotiation.

(g) The Contractor shall include this clause in all subcontract(s).

(End of clause)

H.3 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest in regard to future contracts. Accordingly, the Contractor shall review FAR Subpart 9.5 -- Organizational Conflicts of Interest, Clause H.2 "Organizational Conflicts of Interest (OCI), " and Clause K.3 "Certification Regarding Organizational Conflicts of Interest (OCI)".)

(b) The S&MA Contractor, acting in a support role to the S&MA office, will be a primary source of safety, reliability, maintainability, and quality assurance (SRM&QA) analyses and will assist MSFC in the evaluation of the performance of MSFC program prime contractors and major subcontractors. The S&MA Contractor will develop SRM&QA plans and procedures; analyze MSFC program Contractors' plans, procedures and practices; and perform assessments of those prime contractor and major subcontractor plans, procedures and practices to assure that acceptable SRM&QA requirements exist on all MSFC programs. In addition, the S&MA Contractor may develop requirements for other competitive procurements; therefore, the S&MA Contractor will occupy a highly influential and responsible position and must not be in a position to make decisions favoring its own capabilities at the prime or subcontractor level.

(c) The restrictions upon future contracting are as follows:

(1) To the extent that work under this contract requires the Contractor to perform safety and mission assurance services and/or other related technical services on the design, development, and/or delivery of space flight hardware, software, mission integration services, or other critical systems related to MSFC, the S&MA Contractor and its related entities (including but not limited to teaming partners, subcontractors, their respective parents, subsidiaries, affiliates, or successor entities) shall be ineligible to participate on the prime contracts and subcontracts for the above-cited efforts related to MSFC for the duration of the initial contract. In addition, S&MA Contractor and its related entities shall not engage an entity, with the exception of subject matter experts in a subcontracting role, that has a prime contract or subcontract for the design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC for the life of the S&MA mission services contract.

(2) If the Contractor, under the terms of this contract or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor and its related entities shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing MSFC contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias; however, this length of time shall in no case be less than the duration of the initial production contract. NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(3) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor and its related entities shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(d) This clause shall be read in accordance with Clauses H.2 "Organizational Conflicts of Interest (OCI)" and K.3 "Certification Regarding Organizational Conflicts of Interest (OCI)."

(End of clause)

H.4 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor (See Attachment J-10, Task Flow Process), providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within _5_ calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within _3_ calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.5 SUPPLEMENTAL TASK ORDERING PROCEDURES

(a) This clause supplements the Task Ordering Procedure defined in H.4.

(b) All work [including Section J-1, Performance Work Statement (PWS), Paragraph 2.0] to be performed under this contract will be within the broad parameters of the PWS and more clearly defined in Task Orders (TOs) approved and issued at the PWS elements Level 3 or lower. An overview and flowchart of this process is provided at Attachment J-10.

(c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (d) of Clause H.4, the Contractor shall prepare, as part of the Task Order Plan, the Contractor's estimate of the labor hours, labor categories, indirect cost, and other direct costs required to perform the Task Order requirements. In preparing the estimate, it is mutually agreed and understood that the Contractor or its Subcontractor(s) shall use the labor categories and the lower of the Contractor's/Subcontractor's actual rates or the Not-to-Exceed (NTE) rates set forth in Attachment J-9. It is further agreed and understood that the maximum available

award fee and award term fee, equating to a percentage, set forth in Attachment J-9 shall be used by the Contractor to calculate the Maximum Potential Award Fee or Award Term Fee dollars for each Task Order.

(d) Each TO will include the period covered, estimated cost and maximum potential fees. At the end of each semi-annual award fee or award term fee evaluation period, the current evaluation period values (estimated cost and maximum potential fees) of all task orders that were active during that evaluation period will be summed and the resulting total value summation will be used as the maximum potential award fee or award term fee values for that evaluation period. A reconciling unilateral modification to the contract will be issued semiannually revising Clause B.2, Estimated Cost, and Award Fee, Award Term Fee to reflect the summation of the current total task order values.

(e) A summation of estimated and actual TO costs for each WBS element Level 3 shall be tracked by the Contractor in accordance with J-1, Paragraph 2.0, Management.

(f) The assigned CO and COTR will review and approve each TO and any revision thereto. The Government will provide a list of personnel to be included in the routing of TOs. The Government retains the right to disapprove any Task Order Plans (TOPs) at the sole discretion of the Government.

(g) The Contractor shall not begin work until the approved TO is received; however, in extreme emergency situations, the Contractor may be authorized by the CO to begin work immediately. The Contractor shall process the applicable TO within 5 calendar days of being notified of an emergency, and shall not incur costs exceeding $10,000 during the 5 day period, unless an advance waiver is granted by the Contracting Officer. The Government and Contractor shall finalize the TO within 10 calendar days.

(h) Approval of TOs does not relieve the Contractor of its obligation under the "Limitation of Funds" clause and the "Availability of Funds" clauses of the contract.

(End of Clause)

H.6 TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in the task order. Notification shall not be delayed pending preparation of a revised estimate.

(c) A revised estimate is required to support a request for an increase in the estimated cost of a task order. The revised estimate should be submitted as soon as possible

after the above notification but no later than 30 calendar days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the revised estimate and to mutually establish any increase or decrease in estimated cost with the Contractor.

(d) (1) The revised estimate shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

- Incurred costs to date
- Projected cost to completion
- Total cost at completion
- Current negotiated estimated cost
- Requested increase or decrease in estimated cost

(2) The "projected cost to completion" shall consist of the following "other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

H.7 1852.223-70 SAFETY AND HEALTH (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of $25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than $1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

1. The work will be conducted completely or partly on premises owned or controlled by the Government.
2. The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
3. The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

4. When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause.

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence –

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H.8 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than $1 million; or in any "willful" or

"repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than $250,000, or theft greater than $250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

H.9 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, AL where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(ALTERNATE I) (FEB 2000)

(e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer or designated representative may

authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of Clause)

H.10 Reserved

H.11 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(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.

(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)

(a) If during the performance of this contract, the Contractor transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to Marshall Space Flight Center, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provisions of MWI 8550.5, "Hazardous Material Management." The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with clauses regarding hazardous materials, which may be contained in the order.

(End of clause)

H.14 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

H.15 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source

without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information

technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

H.16 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

(a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFNMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed RFR has been approved and processed through the NFNMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).

(c) The contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

(End of Clause)

MSFC 52.223-94 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (JUNE 2011)

SAFETY PERFORMANCE EVALUATION

1. CONTRACTOR RESPONSIBILITY. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Safety, Health and Environment (SHE) Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety and health program elements identified in MPR 8715.1, MSFC Safety, Health and Environmental (SHE) Program. The Contractor shall conduct an annual self-evaluation of their safety and health program based on these criteria. The Contractor shall submit an annual self-evaluation to the Contracting Officer (CO) no later than 30 days after each anniversary of the contract. The CO/Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

Annually, the agreed score will be used to assess the Contractor's safety and health performance appropriately—positive or negative.

For the purpose of validating the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable determination based on the metrics reflected in the Attachment 1 of this clause. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety, health and environmental policy or procedures.

2. EVALUATION CRITERIA. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety and health program shown below. Specific criteria are shown on Attachment 1 entitled "Safety & Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

MSFC SAFETY AND HEALTH CORE PROGRAM REQUIREMENTS

(ELEMENT 1)	(ELEMENT 3)
Management and Employee Involvement	**Hazard Prevention and Control**
Management Commitment	Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Documented Safety Policy and Goals	Preventative Maintenance for Facility and Equipment
Employee Involvement/Engagement	Emergency Preparedness and Drills
Safety Committees	Emergency Medical Care Program
Safety Meetings	Hazard Control Programs
Subcontractor Safety	Occupational Health Program
Resources	Tracking Hazard Correction
Accountability	Access to Professional Safety Staff
Annual Safety and Health Program Evaluation	Disciplinary Program

(ELEMENT 2)	(ELEMENT 4)
Worksite Hazard Analysis	**Safety and Health Training**
Baseline Surveys and Analyses for the Worksite	Employee Knowledge of Hazards in the Workplace, Recognize Hazards, Signs and Symptoms of Workplace-Related Illnesses, and Safe Work Procedures
Perform Analysis Of New Work and When Significant Changes Occur	Supervisor and Managers Understand Their Safety and Health Responsibilities
Job Hazard Analysis/ Process Review for Routine Jobs	Training Documentation
Routine Self-Inspections	Training Curriculum Specific to the Worksite Operations
Hazard Reporting by Employees	
Investigation Of Mishap/Close Calls	
Injury/Illness Rates	

3. PERFORMANCE RECOGNITION.

In accordance with MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program", Contractor performance that is validated and recognized to have achieved a world-class program within the term of the contract will be recognized with the following:

Superior Safety Performance level- Annual rating score of ≥ 36 and a Lost Time Case Rate (LTC) ≤ 50% of the LTC National average for the applicable North American Industry Classification System (NAICS) average.	*Plaque Presentation by the Center Director at the Marshall Team Meeting.* *Appropriate contractor past performance referrals may be provided.*

Exception: *Contractors with less than 100 employees located onsite at MSFC and/or MAF.* To be rated at Superior Safety Performance level, the Contractor shall have no lost time injuries during the past year.

The following will result in cases where a Contractor's performance is rated as being below the accepted safety performance level:

Below Accepted Safety Performance level - Annual rating score of ≤ 16 or a LTC that is <10% of the LTC National average for the applicable NAICS average.	Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern. *Corrective Action Plan requested.* *Data may be placed in contractor past performance database.*

Failure to improve could result in contract options not being exercised.

Exception: Contractors with less than 100 employees located onsite at MSFC *and/or MAF. A Below Accepted Safety Performance level will be given to a contractor having more than one* lost time injuries during the past year.

If Contractor's Safety and Health Performance evaluation rating falls within the range (>16, but <34) and the Contractor achieves a LTC between +/- 10% of the LTC National average for the applicable NAICS, the Contractor's performance is recognized as acceptable.	*No recognition*

NOTE: The most current Department of Labor NAICS average, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct an annual self-assessment of their safety and health program and assign a numerical score to each element (4) using the Safety and Health Management Implementation Guide and Assessment Matrix at Attachment 1.

- Contractor self assessments will address compliance with their approved Safety, Health and Environmental (SHE) Plan and MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program."

- Contractor to have their self-assessment validated by CO/COTR and Industrial Safety Branch.

- On an annual basis, the CO will apply incentives/recognition or consequences based on the validated yearly score. The CO will make a determination annually for items requested in paragraph 6 that are not reported. (*Also, see paragraph 7 below.*)

- Contractor will provide their self-assessment as shown in Attachment 2 or an equivalent format.

6. SAFETY METRIC REPORTING.

The Contractor shall report safety metrics using MSFC Form 4371 to the extent specified in the contract. Refer to MWI 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program."

Service and Support contracts - DRD for Mishap and Safety Statistics Report

Construction contracts - MSFC Technical Specification for Repair and Construction (TSRC), Specs and Techs, or Master Specs.

7. FAILURE TO REPORT

If the Contractor fails to timely and accurately report to the CO, COTR and the MSFC Industrial Safety Branch, pursuant to the requirements of the relevant contract, all the information on all personnel and property mishaps that meet the criteria of NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping", MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program", and the items in paragraph 6 of this clause, the CO may reduce the profit/fee/price/cost otherwise payable under the relevant contract in an amount of up to $1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

Management Commitment and Employee Involvement (ELEMENT 1)	**Hazard Prevention and Control (ELEMENT 3)**

Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	Facility and Equipment Maintenance
Safety Meetings	Emergency Program and Drills
Subcontractor Safety	Emergency Medical Care Program
Resources	Personal Protective Equipment
Access to Professional Safety Staff	Health Program
Accountability (Disciplinary Program)	
Annual Evaluation	

System and Worksite Hazard Analysis (ELEMENT 2)	**Safety and Health Training (ELEMENT 4)**
Complete and Update Baseline Surveys	Employee
Performance Analysis of New Work	Supervisor
Job Hazard Analysis/Process Review	Manager
Self-Inspection	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

3. **Performance Recognition.** Contractor performance will be recognized as follows:

• **Level I** – Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a lost-Time Incident Rate (LTIR) ≤ 50% of the LTIR for the applicable North American Industrial Classification System (NAICS) rate.	*Formal award with public recognition* *Appropriate past performance referral provided.*

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level I, the Contractor shall have no lost time injuries during the past year.

• **Level II** – Annual rating score of ≥ 28 based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR) < the applicable North American Industrial Classification System (NAICS) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.	*Formal Letter of Commendation* *Will impact contract evaluation and past performance referrals.*

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level II, the Contractor shall have no more than one lost time injury during the past year.

• **Level III** – Quarterly rating score of ≤ 16 or a Lost Time Incident Rate (LTIR) ≥ than the North American Industrial Classification System (NAICS) rate.	*Formal letter expressing concern. Corrective Action Plan Requested. Data Placed in Past Performance Database.* **Failure to improve could result in contract options not being exercised.**

Exception: Contractors with less than 100 employees located onsite MSFC. *A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.*

• If contractor's Safety Performance evaluation does not fall within the above categories.	*No recognition.*

NOTE: The most current Department of Labor NAICS rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. **Contractor Accountability for Mishaps.** The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. **Evaluation Process.** The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2. The evaluation process will include these steps:
   - Contractor to conduct quarterly self-assessment and assign numerical score to each element.
   - Contractor self-assessments will address compliance with their approved Safety, Health, and Environmental (SHE) Plan.
   - Contractor to have self-assessment validated by CO/ COTR and S&MA Directorate.
   - On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores.
   - The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment J-14.

6. **Safety Metric Reporting.** The Contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

   The Contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

7. **Failure to Report.** If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of $1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

H.18 **AWARD TERM (JAN 2006)**

(a) Period of Performance (PoP): The basic contract period of performance will be one two (2) year base period plus three (3) one (1) year options for a total of five (5) years, which may be increased in accordance with the contract's approved Award Fee/Award Term (AF/AT) Performance Evaluation Plan (AF/AT PEP). The PoP may be increased up to an additional five years, to a maximum of (10) ten years from the date of contract award. These increases to the basic contract period will be made by the Government based upon the Contractor's performance evaluated in accordance with the AF/AT PEP.

(b) AF/AT PEP: The AF/AT PEP will be finalized by NASA and provided to the Contractor during the phase-in period. The AF/AT PEP will serve as the basis for any award term decisions. The AF/AT PEP may be unilaterally revised by the Government and re-issued by the CO to the Contractor prior to the commencement of any 6-month evaluation period. An Award Fee/Award Term Determination Official (FTDO) shall be appointed by the Government and is responsible for the overall award fee and award term evaluations.

(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 52.223-93 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (FEB 2008)**

The Contractor agrees to coordinate with the Investigations Unit Lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations Unit Lead Investigator in the MSFC Protective Services Office if any of its onsite employees exhibit any established indicators of potentially violent behavior.

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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)		$250,112,030	$92,417,620
This Mod			0	$ 95,000
New Total			$250,112,030	$92,512,620

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 12/6/11

A. This modification provides additional funding and deobligation as specified below.

Marshall PRs:

4200398094:

62QD30/6100.2511/62/FC000000/604746.03.02.01.08/000/2510/62/EXPX22011D/234A/1/2	$147,210.00
62QD30/6100.2511/62/FC000000/604746.03.09.01.08/000/2510/62/EXPX22011D/234A/2/3	$ 47,790.00

Deobligation:

62QD20/6100.2511/62/FC000000/644423.03.33.08/000/2510/62/EXPX22010D/234A/2/3	($100,000.00)
TOTAL	**$ 95,000.00**

B. 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	Page(s) Added
B-7(Mod 75)	B-7(Mod 75)

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 13, 2011.

(b) An additional amount o(b)(4) s obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$92,417,620	$ 95,000	$92,512,620

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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)		$250,112,030	$92,512,620
This Mod			0	$ 153,000
New Total			$250,112,030	$92,665,620

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 7/2/11

A. This modification provides additional funding as specified below.

Marshall PRs:

4200398623:

62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22011D/538A/1/2	$78,000
62QD30/6100.2511/62/FC000000/411011.03.02.01/000/2510/62/EXCX22011D/538A/2/3	$ 8,000
62QD30/6100.2511/62/FC000000/122711.03.06.08.01/000/2510/62/AERX22011D/028A/3/4	$67,000
TOTAL	$153,000

B. 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	Page(s) Added
B-7(Mod 75)	B-7(Mod 76)

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 13, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$92,512,620	$ 153,000	$92,665,620

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	Contract Periods
(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)

B-7 (Modification 75)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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).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)		$250,112,030	$92,665,620.84
This Mod			0	$ 856,049.54
New Total			$250,112,030	$93,521,670.38

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	3/26/11

A. This modification provides additional funding as specified below.

Marshall PRs:

4200400896-MSFC:	
62QD20/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22011D/733B/1/2	$ 350,000.00
62QD20/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22011D/733B/2/3	$ 60,000.00
4200400762-MSFC:	
62QD30/6100.2511/62/FC000000/411011.03.01.01/000/2510/62/EXCX22010D/538A/1/2	$ 20.00
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/2/3	$ 94,098.00
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX12011D/361N/3/4	$ 239,828.00
4200399700 - Stennis:	
64PA00/6100.2511/64/FC000000/804911.02.09.9064.11/000/2510/64/CASX12011R/CASP/1/2	$ 8,000.00
4200401440 – Stennis:	
64PA00/6100.2511/64/FC000000/750271.03.09/000/2510/64/EXCX22011D/734A/1/2	$ 100,000.00
64PA00/6100.2511/64/FC000000/417230.08.01.01.01/000/2510/64/EXCX22011D/538A/2/3	$ 4,103.54
TOTAL	$ 856,049.54

B. 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	Page(s) Added
B-7(Mod 76)	B-7(Mod 77)

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 January 7, 2012.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$92,665,620.84	$856,049.54	$93,521,670.38

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

2. AMENDMENT/MODIFICATION NO. 78	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See page 2	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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)		$250,112,030	$93,521,670.38
This Mod			0	$ 1,837,380.14
New Total			$250,112,030	$95,359,050.52

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	8/22/11

A. This modification provides additional funding as specified below.

Marshall PRs:

4200405934-MSFC

62QD30/6100.2511/62/FC000000/672854.01.02.01/000/2510/62/EXCX22011D/538A/1/2	$ 263,000
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/2/3	$ 53,208
62QD30/6100.2511/62/FC000000/206518.02.20/000/2510/62/EXPX22010D/234A/3/4	$ 80,000
62XP03/6100.2511/62/FC000000/136905.01.10.03/000/2510/62/EXPX22011D/234A/4/5	$1,371,269
62JP50/6100.2511/62/FC000000/136905.03.02.08.08.04/000/2510/62/EXPX22011D/234A/5/6	$ 12,500
62QD20/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22011D/733B/6/7	$ 15,000
62QD20/6100.2511/62/FC000000/769347.05.08.05.01.01/000/2510/62/EXCX22011D/733B/7/8	$ 10,000
62QD20/6100.2511/62/FC000000/769347.05.08.17.01.01/000/2510/62/EXCX22011D/733B/8/9	$ 15,000
62QD20/6100.2511/62/FC000000/904211.04.06.50.01/000/2510/62/EXCX22011D/733B/9/10	$ 15,000
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12011D/512F/10/11	$ 30,000

4200405852 – STENNIS:

64PA00/6100.2511/64/FC000000/271467.01.06.01.10/000/2510/64/EXCX22011D/538A/1/2	$ 25,000

DEOBLIGATION:

581570.03.02.08/62/6100.2511/EXCX22010D	($ 52,596..86)

TOTAL $1,837,380.14

B. 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	Page(s) Added
B-7(Mod 77)	B-7(Mod 78)

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 December 5, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$93,525,670.38	$1,837,380.14	$95,359,050.52

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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)		$250,112,030	$95,359,050.52
This Mod			0	$ 10,000.00
New Total			$250,112,030	$95,369,050.52

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	8/24/11

A. This modification provides additional funding as specified below. Funding is being obligated due to work that is already on going at Stennis which this funding covers.

4200403810 – STENNIS:
64QA00/6100.2511/64/FC000000/736466.06.03.09.01/000/2510/64/CASX12011D/361N/1/2 $ 10,000

This is funding for (b)(4) of new facilities at Stennis Space Center.

B. 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	Page(s) Added
B-7(Mod 77)	B-7(Mod 78)

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 December 5, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$95,359,050.52	$ 10,000.00	$95,369,050.52

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	Contract Periods
(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
Email: Glen.A.Alexander@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5586

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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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 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)		$250,112,030	$95,369,050.52
This Mod			0	$ 25,000.00
New Total			$250,112,030	$95,394,050.52

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 BY	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

A. This modification provides additional funding as specified below from MSFC and Stennis Space Center.

4200410324 - MSFC :
62QD30/6100.2511/62/FC000000/122711.03.06.08.01/000/2510/62/AERX22011D/028A/1/2 $ 25,000

B. 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	Page(s) Added
B-7(Mod 79)	B-7(Mod 80)

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 December 9, 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$95,369,050.52	$25,000.00	$95,394,050.52

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	Contract Periods
(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)

B-7 (Modification 80)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS52/MMC	Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS52/MMC

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)*
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 _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)		$250,112,030	$95,394,050.52
This Mod			0	$ 621,101.93
New Total			$250,112,030	$96,015,152.45

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	1/3/07

A. This modification provides additional funding as specified below from MSFC and Stennis Space Center.

4200413422 - Stennis:	
64PA00/6100.2511/64/FC000000/750271.03.09/000/2510/64/EXCX22012D/734A/1/2	$100,000
4200412911 – Stennis:	
64QA00/6100.2511/64/FC000000/736466.05.01.09/000/2510/64/CASX12012D/361N/1/2	$ 50,000
4200411545 – MSFC:	
62QD01/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX12012D/361N/1/2	$170,000
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12012D/361N/2/3	$150,000
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12012D/512F/3/4	$ 84,470
4200414564:	
62QD20/6100.2511/62/FC000000/769347.05.08.17.01.0/1/000/2510/62/EXCX22012D/733B/1/2	$ 25,000
4200414572:	
62ES62/6100.2511/62/FC000000/387873.04.01.03.08/000/2510/62/EXPX22011D/020U/1/2	$ 42,116
62ES62/6100.2511/62/FC000000/780896.04.10.04.02.08/000/2510/62/EXPX22012D/020U/2/3	$ 42,117

Deobligations:	
644423.06.34.06.01.08 EXPX222010D	($ 599.64)
7364666.05.001.09 CASX12011D	($ 4,790.00)
644423.03.33.08 EXPX22010D	($37,211.43)
Total	**$621,101.93**

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	Page(s) Added
B-7(Mod 79)	B-7(Mod 80)

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 December 29 2011.

(b) An additional amount of (b)(4) s obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$95,394,050.52	$621,101.93	$96,015,152,45

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.

B.8 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling (b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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 _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)		$250,112,030	$96,015,152.45
This Mod			0	$ 14,767.00
New Total			$250,112,030	$96,029,919.45

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 5/31/11

A. This modification provides additional funding as specified below from MSFC and Stennis Space Center.

PR 4200415801 – Stennis:

64PA00/6100.2511/64/FC000000/585777.08.20.10.69.01/000/2510/64/EXPX22012D/719V/1/2	$ 15,000
64PA00/6100.2511/64/FC000000/804911.02.09.9064.12000/2510/64/CASX12012R/CASP/2/3	$ 4,000
64PA00/6100.2511/64/FC000000/750271.03.09/000/2510/64/EXCX22012D/734A/3/4	$ 80,000
Marshall:	
378873.04.01.03.08/6100.2511/62/EXPX22011D	($42,116)
780896.04.10.04.02.08/6100.2511/EXPX22012D	($42,117)
TOTAL	$ 14,767

B. 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	Page(s) Added
B-7(Mod 81)	B-7(Mod 82)

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 December 29 2011.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$96,015,152,45	$ 14,767.00	$96,029,919.45

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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 _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)		$250,112,030	$96,029,919.45
This Mod			0	$ 333,000.00
New Total			$250,112,030	$96,362,919.45

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	12/2/07

A. This modification provides additional funding as specified below from MSFC and Stennis Space Center.

Stennis 4200417659:	
64BA22/6100.2511/64/FC000000/736466.06.03.09.01/000/2510/64/CASX12012D/361N/1/2	$25,000
Marshall 4200417688:	
62QD10/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX12012D/361N/1/2	$78,000
62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12012D/361N/2/3	$60,000
62QD20/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22012D/733B/3/4	$27,000
62QD20/6100.2511/62/FC000000/401769.06.01.01.08/000/2510/62/EXCX22012D/733B/4/5	$10,000
62QD20/6100.2511/62/FC000000/724297.20.29.08/000/2510/62/CASX12012D/512F/5/6	$50,000
62QD20/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22012D/733B/6/7	$35,000
62QD20/6100.2511/62/FC000000/769347.05.08.17.01.01/000/2510/62/EXCX22012D/733B/7/8	$ 5,000
62QD10/6100.2511/62/FC000000/585777.08.20.01.01/000/2510/62/EXPX22012D/719V/8/9	$43,000
Total	$333,000

B. 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	Page(s) Added
B-7(Mod 82)	B-7(Mod 83)

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 January 10, 2012.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee			
Award Fee Earned			
Total Sum Allotted:	$96,029,919.45	$333,000.00	$96,362,919.45

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 12	Page 1	Pages 2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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 _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)		$250,112,030	$96,362,919.45
This Mod			0	$ 26,335.79
New Total			$250,112,030	$96,389,255.24

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
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	12/7/11

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

A. This modification provides additional funding and deobligations as specified below from MSFC and Stennis Space Center. Based on a phone conversation with Bastion business office, this will not change the estimated fund thru date.

B.

Stennis 4200418234:

64PA00/6100.2511/64/FC000000/585777.08.20.10.69.01/000/2510/64/EXPX22012D/719V/1/2 $36,000

Marshall deobligation:

CASX12011D 6100.2511 FC000000 432938.10.02.08	-$ 785.93
CASX12011D 6100.2511 FC000000 736466.06.01.08	-$1,008.70
CASX12011D 6100.2511 FC000000 724297.20.29.08	-$1,200.26

Stennis deobligation:

CASX12001D 6100.2511 FC000000 804911.02.09.8998.11	-$6,669.32
Total	$26,335.79

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	Page(s) Added
B-7(Mod 83)	B-7(Mod 84)

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 January 10, 2012.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee:			
Award Fee Earned:			
Total Sum Allotted:	$96,362,919.45	$ 26,335.79	$96,389,255.24

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
12	1	2

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

6. ISSUED BY CODE PS52/MMC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS52/MMC

Glen Alexander
Ph.: 256-544-3797
Fax: 256-544-2934
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

CODE SAP ID# 100289 FACILITY CODE CAGE 1PM71

(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

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).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 _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)		$250,112,030	$96,389,255.24
This Mod			0	$ 1,000,600.00
New Total			$250,112,030	$97,389,855.24

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 12/15/11

A. This modification provides additional funding from MSFC and Stennis. It also corrects a cmm posting error that occurred in processing mod 84. This correction does not change the total values of funds obligated under this contract. It is estimate that this will cover contract operations until 2/7/12.

B.

Stennis 4200419160:	
64QA00/6100.2511/64/FC000000/736466.05.01.09/000/2510/64/CASX12012D/361N/1/2	$ 600.00
Marshall 4200419281:	
62QD20/6100.2511/62/FC000000/769347.05.08.16.01.01/000/2510/62/EXCX22011D/733B/1/2	$ 1,008.70
62QD30/6100.2511/62/FC000000/585777.03.01.01/000/2510/62/EXPX22012D/719V/2/3	$1,000,000.00
Marshall deobligation:	
CASX12011D 6100.2511 FC000000 736466.06.01.08	-$1,008.70
Total	$1,000,600.00

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	Page(s) Added
B-7(Mod 83)	B-7(Mod 84)

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 February 7, 2012.

(a)(b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(b)(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Award Term Fee:			
Award Fee Earned:			
Total Sum Allotted:	$96,389,255.24	$1,000,600.00	$ 97,389,855.24

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.