

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code 08	Page 1	Pages 7
2. AMENDMENT/MODIFICATION NO. 000013	3. EFFECTIVE DATE 4/14/2008	4. REQUISITION/PURCHASE REQ. NO. See Page 1A		5. PROJECT NO (If applicable)	
6. ISSUED BY CODE	PS33, MGO	7. ADMINISTERED BY (If other than Item 6) CODE		PS33, MGO	
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		Kimberly Williams Ph.: 256-544-1580 Fax: 256-544-9080 Email: Kimberly.n.williams@nasa.gov		AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO
Will Technology, Incorporated 4835 University Square Suite 19 Huntsville, AL 35816			
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO NNM07AA77C
			10B. DATED (SEE ITEM 13) 03/20/2007
CODE	SAP ID# 130569	FACILITY CODE	CAGE 1RCM0

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 3 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 1a

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 Clauses 52.222-43 and mutual agreement of both parties
	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.) (ref. Clause B.2, Table B-1)

	Total Potential Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	\$10,954,589	\$573,578	\$11,528,167	\$7,618,226
This Mod	\$ 3,297	\$ 198	\$ 3,495	\$ 0
New Total	\$10,957,886	\$573,776	\$11,531,662	\$7,618,226

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)		Bobby J. Holden Contracting Officer	
(b)(4)	(b)(4)		
15B. DATE SIGNED	15C. UNITED STATES OF AMERICA	15D. BY	15E. DATE SIGNED
APR 14 2008	BY	Bobby J. Holden (Signature of Contracting Officer)	APR 14 2008

A. The purpose of this modification is to provide an increase to the contract value for increase in scope level of effort defined under WBS 6.4 – Training and Incentives Services Support and decrease in level of effort under WBS 5.0 – Academic Affairs of the current PWS.

B. This modification incorporates the proposals dated April 9, 2008. The in scope increase of level of effort defined under WBS 6.4 – Training and Incentives Services Support and decrease in level of effort under WBS 5.0 – Academic Affairs of the current Performance Work Statement. The total Option 1 potential estimated cost is increased by \$3,297 (from \$10,954,859 to \$10,957,886) and the potential incentive fee is increased by \$198 (from \$573,578 to \$573,776). Thus, the total estimated cost for the contract is increased by \$3,495 (from \$11,528,167 to \$11,531,662).

Moreover, Per Table B-1 & B-2, ESTIMATED COST AND INCENTIVES FEES (IF), The Option 1 ESTIMATED COST is increased by \$3,297 (from \$4,441,520 to \$4,444,817), the TARGET COST is increased by \$3,297 (from \$4,166,520 to \$4,169,817), the TARGET COST IF is increased by \$50 (from \$62,270 to \$62,320), the MAXIMUM COST IF is increased by \$74 (from \$93,405 to \$93,479), and MAXIMUM PERFORMANCE IF is increased by \$148 (from \$186,810 to \$186,958). Thus, the TOTAL VALUE for the Option 1 is increased by \$3,495 (from \$4,690,600 to \$4,694,095).

The Option 2 ESTIMATED COST is increased by \$3,347 (from \$4,432,072 to \$4,435,619), the TARGET COST is increased by \$3,347 (from \$4,132,072 to \$4,271,629), the TARGET COST IF is increased by \$53 (from \$61,724 to \$61,777), the MAXIMUM COST IF is increased by \$80 (from \$92,586 to \$92,666), and MAXIMUM PERFORMANCE IF is increased by \$160 (from \$185,172 to \$185,332). Thus, the TOTAL VALUE for the Option 2 is increased by \$3,760 (from \$4,678,968 to \$4,682,728).

The Option 3 ESTIMATED COST is increased by \$3,666 (from \$4,592,963 to \$4,596,629), the TARGET COST is increased by \$3,666 (from \$4,267,963 to \$4,271,629), the TARGET COST IF is increased by \$55 (from \$63,744 to \$63,799), the MAXIMUM COST IF is increased by \$82 (from \$95,616 to \$95,698), and MAXIMUM PERFORMANCE IF is increased by \$165 (from \$191,234 to \$191,399). Thus, the TOTAL VALUE for the Option 3 is increased by \$3,886 (from \$4,847,941 to \$4,851,827).

The Option 4 ESTIMATED COST is increased by \$3,795 (from \$4,762,131 to \$4,765,926), the TARGET COST is increased by \$3,795 (from \$4,412,131 to \$4,415,926), the TARGET COST IF is increased by \$57 (from \$65,900 to \$65,957), the MAXIMUM COST IF is increased by \$85 (from \$98,849 to \$98,934), and MAXIMUM PERFORMANCE IF is increased by \$171 (from \$197,698 to \$197,869). Thus, the TOTAL VALUE for the Option 4 is increased by \$4,023 (from \$5,025,729 to \$5,029,752).

C. Therefore, the contract is changed in the following particulars:

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) and B-2, MISSION SERVICES-OPTION VALUES, is hereby deleted in its entirety and the revised Table B-1 & B-2, shown on the enclosed replacement page B-2, is substituted in lieu thereof.

Section B, Table B-4, TARGET COST, is hereby deleted in its entirety and the revised Table B-4, shown on the enclosed replacement page B-4, is substituted in lieu thereof.

F. In order to reflect the changes resulting from this modification, page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page across from the revised area.

Section	Pages Added	Pages Deleted
TABLE B-1 AND TABLE B-2	B-2 (Mod 13)	B-2 (Mod 12)
TABLE B-4, TARGET COST	B-4 (Mod 13)	B-4 (Mod 12)

G. All other terms and conditions remain unchanged and in full force and effect.

H. Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) 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 said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.

Contract Change Identification
NNM07AA77C Modification 13

Contractor Proposal Number
WTI-040808 (Dated: April 8, 2008)

TABLE B-1, ESTIMATED COST AND INCENTIVE FEES (IF)

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	COST IF EARNED	PERFORMANCE IF EARNED	TOTAL VALUE
1.	Mission Services, Base Year (BY)	4-01-07 through 3-31-08	\$5,140,997	\$4,065,997	\$60,543	\$90,814	\$181,630	TBD	TBD	\$5,383,170
1.a. (See Table B-3)	IDIQ Summation of Task Order Values BY	4-01-07 through 3-31-08	\$275,257	\$275,257	\$4,129	\$6,195	\$12,386	TBD	TBD	\$291,772
2.	Option I, Mission Services	4-01-08 through 3-31-09	\$4,444,817	\$4,169,817	\$62,320	\$93,479	\$186,958	TBD	TBD	\$4,694,095
2.a. (See Table B-3)	IDIQ Summation of Task Order Values Option I	4-01-08 through 3-31-09	\$1,096,815	\$1,096,815	16,452	\$24,679	\$49,358	TBD	TBD	\$1,162,625

(d) If the Government exercises any of its Options pursuant to the terms of the contract, the estimated costs and fees for each Mission Services CLIN shall be as set forth in Table B-2 below.

TABLE B-2, MISSION SERVICES – OPTION VALUES

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	TOTAL VALUE
3.	Option II, Mission Services	4-01-09 through 3-31-10	\$4,435,619	\$4,135,619	\$61,777	\$92,666	\$185,332	\$4,682,728
4	Option III, Mission Services	4-01-10 through 3-31-11	\$4,596,629	\$4,271,629	\$63,799	\$95,698	\$191,399	\$4,851,827
5	Option IV, Mission Services	4-01-11 through 3-31-12	\$4,765,926	\$4,415,926	\$65,957	\$98,934	\$197,869	\$5,029,752

(End-of-Clause)

(2) For the Mission Services CLINs, the target cost for the purposes of determining the cost incentive fee earned and paid in accordance with this Clause and Clause B.5, Incentive Fee, shall be the total estimated cost less the estimated direct cost for purchased training/materials, and travel (PWS 3.3.1, 3.4.1 and 6.4.1) (see Table B-4 below). Purchase of training, materials, and travel is at the discretion and direction of the Government. The target cost for the IDIQ CLINs shall be the summation of the target costs of the current task orders.

Table B-4, TARGET COST

CLIN	ESTIMATED COST	LESS ESTIMATED COST PWS 3.3.1, 3.4.1, and 6.4.1	TARGET COST
1	\$5,416,254	\$1,075,000	\$4,341,254
2	\$5,541,632	\$ 275,000	\$5,266,632
3	\$4,435,619	\$ 300,000	\$4,135,619
4	\$4,596,629	\$ 325,000	\$4,271,629
5	\$4,765,926	\$ 350,000	\$4,415,926

(3) For the Mission Services CLINs, the actual allowable costs for determining cost incentive fee earned and payment in accordance with Clause B.5, Incentive Fee, shall be reduced by the actual direct costs for PWS 3.3.1, 3.4.1, and 6.4.1.

(4) Clause B.5 is only applicable to the cost incentive fee pool of the contract and not the performance incentive fee pool. The supplemental definitions of target cost and actual cost provided in this Clause are in addition to and take precedence over the definitions provided in Clause B.5. (See paragraph (e) (5) of Clause B.5.)

(5) The share ratio for target cost underruns is 90/10 (Government/Contractor). The share ratio for target cost overruns is 70/30 (Government/Contractor).

(6) The Contractor must earn at least 85 percent of the performance incentive fee for a CLIN to earn any cost incentive fee above the target cost incentive fee (for underruns) for that CLIN.

(7) The cost incentive fee will be evaluated at the end of each contract year.

(c) Performance Incentive Fee:

(1) The Contractor may earn performance incentive fee from a minimum of zero dollars to the maximum stated in Clause B.2 of this contract.

(2) The Contractor's performance will be evaluated on a semi-annual basis as described in Attachments J-4 and J-5 of this contract. Semi-annual performance scores earned will be averaged to determine an annual amount of performance incentive fee earned for each CLIN. Performance incentive fee for a CLIN that is not earned cannot be reallocated to future evaluation periods.

(3) The Government will advise the Contractor in writing of the performance evaluation results and the amount of performance incentive fee earned which will be incorporated in the contract by unilateral modification.