

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code 08 Page 1 Pages 5

2. AMENDMENT/MODIFICATION NO. 000018 3. EFFECTIVE DATE **AUG 27 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
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
Will Technology, Incorporated
1570 The Boardwalk
Huntsville, AL 35816
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. X 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 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 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 52.243-2, 52.232-22 "Limitation of Funds" 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	\$10,957,866	\$573,776	\$11,531,662	\$9,524,169
This Mod	\$ 0	\$ 0	\$ 0	\$709,045
New Total	\$10,957,866	\$573,776	\$11,531,662	\$10,233,214

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) (b)(4) David A. Iosco Contracting Officer

15C. DATE SIGNED AUG 27 2008 16B. UNITED STATES OF AMERICA BY David A. Iosco (Signature of Contracting Officer) 16C. DATE SIGNED AUG 27 2008

A. The purpose of this modification is to (1) provide \$709,045 incremental funding in accordance with contract clause B.6 (Contract Funding) and (2) provides for the transfer of (b)(4) from IDIQ to Mission (PWS 6.2.10 through 6.2.13). This reflects the Center's new method in how it develops the overall Training Plan and Requirements, Office of Human Capital, Training and Incentives Office, under PWS 6.0. This is foreseen as a permanent change to the Center and OHC and as a result needs to move this requirement from IDIQ to be included as part of the Mission.

B. Accordingly, the allotted funding for the estimated cost is increased by \$836,304 (from \$7,578,519 to \$8,414,823), the allotted funding for the IDIQ estimated cost is decreased by -\$127,457 (from \$1,372,072 to \$1,244,615), the allotted funding for provisional cost incentive fee is increased by \$50 (from \$143,394 to \$143,444), and the allotted funding for provisional performance incentive fee is increased by \$148 (from \$430,184 to \$430,332). Thus, the total allotted funding for the contract is increased by \$709,045 (from \$9,524,169 to \$10,233,214).

This Mod 18 also provides for the transfer of (b)(4) from IDIQ to Mission defined under WBS 6.2.10 through 6.2.13 for the remainder of the Option Year 1 and all Option Years of the subject contract. The total Option 1 potential estimated cost is offset by \$0 with the increase by \$127,457 for Mission and decrease by (-\$127,457) for IDIQ (from \$10,957,886 to \$10,957,886) and the potential incentive fee is offset by \$0 with the increase by \$7,647 for Mission and decrease by (-\$7,647) for IDIQ (from \$573,776 to \$573,776). Thus, the total estimated cost for the contract is offset by \$0 with the increase by \$135,104 for Mission and decreased by (-\$135,104) for IDIQ (from \$11,531,662 to \$11,531,662).

Moreover, Per Table B-1 & B-2, ESTIMATED COST AND INCENTIVES FEES (IF), The Option 1- Mission ESTIMATED COST is increased by \$127,457 (from \$4,444,817 to \$4,572,274), the TARGET COST is increased by \$127,457 (from \$4,169,817 to \$4,297,274), the TARGET COST IF is increased by \$1,912 (from \$62,320 to \$64,232), the MAXIMUM COST IF is increased by \$2,868 (from \$93,479 to \$96,347), and MAXIMUM PERFORMANCE IF is increased by \$5,735 (from \$186,958 to \$192,693). Thus, the TOTAL VALUE for the Option 1 Mission is increased by \$135,104 (from \$4,694,095 to \$4,829,199).

The Option 1 - IDIQ Summation ESTIMATED COST is decreased by -\$127,457 (from \$1,096,815 to \$969,358), the TARGET COST is decreased by -\$127,457 (from \$1,096,815 to \$969,358), the TARGET COST IF is decreased by -\$1,912 (from \$16,452 to \$14,540), the MAXIMUM COST IF is decreased by -\$2,868 (from \$24,679 to \$21,811), and MAXIMUM PERFORMANCE IF is decreased by -\$5,735 (from \$49,358 to \$43,623). Thus, the TOTAL VALUE for the Option 1- IDIQ Summation is decreased by -\$135,104 (from \$1,162,625 to \$1,027,521).

The Option 2 Mission ESTIMATED COST is increased by \$251,729 (from \$4,435,619 to \$4,687,348), the TARGET COST is increased by \$251,729 (from \$4,135,619 to \$4,387,348), the TARGET COST IF is increased by \$3,776 (from \$61,777 to \$65,553), the MAXIMUM COST IF is increased by \$5,664 (from \$92,666 to \$98,330), and MAXIMUM PERFORMANCE IF is increased by \$11,328 (from \$185,332 to \$196,660). Thus, the TOTAL VALUE for the Option 2 Mission is increased by \$266,833 (from \$4,682,728 to \$4,949,561).

The Option 3 Mission ESTIMATED COST is increased by \$260,195 (from \$4,596,629 to \$4,856,824), the TARGET COST is increased by \$260,195 (from \$4,271,629 to \$4,531,824), the TARGET COST IF is increased by \$3,903 (from \$63,799 to \$67,702), the MAXIMUM COST IF is increased by \$5,855 (from \$95,698 to \$101,553), and MAXIMUM PERFORMANCE IF is increased by \$11,709 (from \$191,399 to \$203,108). Thus, the TOTAL VALUE for the Option 3 Mission is increased by \$275,807 (from \$4,851,827 to \$5,127,634).

The Option 4 Mission ESTIMATED COST is increased by \$269,280 (from \$4,765,926 to \$5,035,206), the TARGET COST is increased by \$269,280 (from \$4,415,926 to \$4,685,206), the TARGET COST IF is increased by \$4,039 (from \$65,957 to \$69,996), the MAXIMUM COST IF is increased by \$6,059 (from \$98,934 to \$104,993), and MAXIMUM PERFORMANCE IF is increased by \$12,118 (from \$197,869 to \$209,987). Thus, the TOTAL VALUE for the Option 4 Mission is increased by \$285,437 (from \$5,029,752 to \$5,315,189).

Overall, this transfer of costs to Mission increases the Potential Contract Value by \$963,181 (from \$34,641,572 to \$35,604,753).

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.

Section B, Clause B.6, CONTRACT FUNDING, is hereby deleted in its entirety and the revised Clause B.6, shown on the enclosed replacement page B-7, is substituted in lieu thereof.

D. 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 18)	B-2 (Mod 13)
TABLE B-4, TARGET COST	B-4 (Mod 18)	B-4 (Mod 13)
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7 (Mod 18)	B-7 (Mod 17)

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

F. 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 18

Contractor Proposal Number
WTI-072908 (Dated: July 29, 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	\$4,572,274	\$4,297,274	\$64,232	\$96,347	\$192,693	TBD	TBD	\$4,829,199
2.a. (See Table B-3)	IDIQ Summation of Task Order Values Option I	4-01-08 through 3-31-09	\$969,358	\$969,358	\$14,540	\$21,811	\$43,623	TBD	TBD	\$1,027,521

(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 & IDIQ SUMMATION – 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	\$4,687,348	\$4,387,348	\$65,553	\$98,330	\$196,660	\$4,949,561
4.	Option III, Mission Services	4-01-10 through 3-31-11	\$4,856,824	\$4,531,824	\$67,702	\$101,553	\$203,108	\$5,127,634
5.	Option III, Mission Services	4-01-11 through 3-31-12	\$5,035,206	\$4,685,206	\$69,996	\$104,993	\$209,987	\$5,315,189

(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	\$5,140,997	\$1,075,000	\$4,065,997
2	\$4,572,274	\$ 275,000	\$4,297,274
3	\$4,687,348	\$ 300,000	\$4,387,348
4	\$4,856,824	\$ 325,000	\$4,531,824
5	\$5,035,206	\$ 350,000	\$4,685,206

(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.

evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and the provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

B.6 CONTRACT FUNDING (NFS 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 allocated by the Government to this contract is \$9,659,438. This allotment is for the Centerwide Office of Human Capital Support Services effort described in Attachment J-1, Performance Work Statement, and covers the following estimated period of performance: April 1, 2007 – December 12, 2008.

(b) An additional amount of \$573,776 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$7,578,519	\$836,304	\$8,414,823
IDIQ Estimated Cost	\$1,372,072	(-\$127,457)	\$1,244,615
Provisional Cost Incentive Fee	\$143,394	\$50	\$143,444
Provisional Performance incentive Fee	\$430,184	\$148	\$430,332
Total Sum Allotted	\$9,524,169	\$709,045	\$10,233,214