

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code 08	Page 1	Pages 4
2. AMENDMENT/MODIFICATION NO 000019	3. EFFECTIVE DATE SEP 29 2008	4. REQUISITION/PURCHASE REQ. NO. See Page 1A		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS33, MGO	7. ADMINISTERED BY (If other than Item 6) Kimberly Williams Ph.: 256-544-1580 Fax: 256-544-9080 Email: Kimberly.n.williams@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5568		CODE PS33, MGO	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Will Technology, Incorporated 1570 The Boardwalk Huntsville, AL 35816		(x)	9A. AMENDMENT OF SOLICITATION NO.
			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 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 Clause 43.103(a), Clause B.4 Cost and Performance Incentive Fee 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	Cost Incentive Fee Earned	Performance Incentive Fee Earned	Total Potential Contract Value	Total Funding Allotted
Previous	\$10,957,886	\$573,776	\$ 0	\$ 0	\$11,531,662	\$10,233,214
This Mod	\$ 0	(\$276,754)	\$ 87,160	\$ 189,594	\$ 0	\$145,817
New Total	\$10,957,886	\$297,022	\$ 87,160	\$ 189,594	\$11,531,662	\$10,379,031

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) [Redacted] David A. Iosco
Contracting Officer

15C. DATE SIGNED
(b)(4) [Redacted] 9-29-08

16B. UNITED STATES OF AMERICA
BY David A. Iosco
(Signature of Contracting Officer)

16C. DATE SIGNED
SEP 29 2008

A. The purpose of this modification is to (1) provide \$145,817 incremental funding, (2) provide Incentive Fee Earned \$276,754 for the period of April 1, 2007 through March 31, 2008, (3) provide update to modify Section B, Clause B.7 ALLOWABLE ITEMS OF COST, and (4) provide an update to attachment J-5, WEIGHTING OF PERFORMANCE INCENTIVES. Accordingly, the contract is modified as follows:

B. In accordance with contract Clause B.6 (Contract funding), the allotted funding for the estimated cost is increased by \$145,817 (from \$8,414,823 to \$8,560,640), the allotted funding for the IDIQ estimated cost is increased by \$0 (from \$1,244,615 to \$1,244,615), the allotted funding for provisional cost incentive fee is increased by \$0 (from \$143,444 to \$143,444), and the allotted funding for provisional performance incentive fee is increased by \$0 (from \$430,332 to \$430,332). Thus, the total allotted funding for the contract is increased by \$145,817 (from \$10,233,214 to \$10,379,031).

This modification incorporates the incentive fee earned for base period of performance in the amount of \$276,754 (Mission: \$259,360 and IDIQ: \$17,394). The total potential incentive fee is decreased by \$276,754 for Mission & IDIQ (from \$573,776 to \$297,022). The cost incentive fee earned is increased by \$87,160 for Mission & IDIQ (from \$0 to \$87,160) and the performance incentive fee earned is increased by \$189,594 for Mission & IDIQ (from \$0 to \$189,594).

- NOTE: The contractor has billed provisional incentive fee in the amount of \$88,843 under Base period leaving a balance due to the contractor in the amount of \$187,911. The amount of \$187,911 is the delta between the "Total Potential Fee Earned" of \$276,754 for Base period and the amount of fee provisionally billed by the contractor in the amount of \$88,843.

Moreover, Per Table B-1, ESTIMATED COST AND INCENTIVES FEES (IF), The Base-Mission COST IF EARNED is increased by \$80,965 (from \$0 to \$80,965), the PERFORMANCE IF EARNED is increased by \$178,395 (from \$0 to \$178,395).

The Base - IDIQ Summation TARGET COST is decreased by \$20,000 (from \$275,257 to 255,257) to accurately reflect the correct total for materials, supplies, equipment & travel (MSE&T) that should not have been included in the IDIQ Target Cost. COST IF EARNED is increased by \$6,195 (from \$0 to \$6,195), the PERFORMANCE IF EARNED is increased by \$11,199 (from \$0 to \$11,199).

Under section B, Clause B.7 ALLOWABLE ITEMS OF COST, is updated to reflect "In accordance with Table B-4, Target Cost, and in an advance agreement between the Government and the Contractor, neither G&A nor fee shall be applied to the procurement of travel, and training/materials for work performed under the requirements of PWS elements 3.3.1, 3.4.1, and 6.4.1. Material handling overhead shall be the only burden applied to the cost reimbursable other direct cost of travel and training/materials (including conferences) for work performed under the above PWS elements." Table B-4, TARGET COST contains the Government estimates for travel, and training/materials for all PWS elements.

Under section J, attachment J-5, WEIGHTING OF PERFORMANCE INCENTIVES, WBS 8.0 IDIQ is updated to reflect as delineated in the Basic contract the contractor's performance will be evaluated in accordance with sections 2.3 through 2.3.3 utilizing the assigned weights to determine percent of fee earned. There are no unique IDIQ metrics to add at this time.

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, 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.

Section B, Clause B.7, ALLOWABLE ITEMS OF COST (MSFC 52.242-90), is hereby deleted in its entirety and the revised Clause B.7, shown on the enclosed replacement page B-8, is substituted in lieu thereof.

Section J, Attachment J-5, WEIGHTING OF PERFORMANCE INCENTIVES, is hereby deleted in its entirety and the revised Attachment J-5-3, shown on the enclosed replacement page J-5-3, 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 19)	B-2 (Mod 18)
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7 (Mod 19)	B-7 (Mod 18)
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-8 (Mod 19)	B-8 (Basic)
Section J, Attachment J-5; WEIGHTING AND PERFORMANCE INCENTIVES	J-5-3 (Mod 19)	J-5-3 (Basic)

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 19

Contractor Proposal Number
N/A

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	POTENTIAL 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	\$80,965	\$178,395	\$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	\$255,257	\$4,129	\$6,195	\$12,386	\$6,195	\$11,199	\$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)

Contract NNM07AA77C
Modification 19

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 \$9,805,255. 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 24, 2008.

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

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$8,414,823	\$145,817	\$8,560,640
IDIQ Estimated Cost	\$1,244,615	\$0	\$1,244,615
Provisional Cost Incentive Fee	\$143,444	\$0	\$143,444
Provisional Performance incentive Fee	\$430,332	\$0	\$430,332
Total Sum Allotted	\$10,233,214	\$145,817	\$10,379,031

B.7 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 General and Administrative (G&A) Rate Ceiling:

Period of Performance	G&A Ceiling*
Base Year	(b)(4)
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	

*G&A Ceiling shall apply to both the Mission and IDIQ portions of this contract.

(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.

(c) In accordance with Table B-4, Target Cost, and in an advance agreement between the Government and the Contractor, neither G&A nor fee shall be applied to the procurement of travel, and training/materials for work performed under the requirements of PWS elements 3.3.1, 3.4.1, and 6.4.1. Material handling overhead shall be the only burden applied to the cost reimbursable other direct cost of travel and training/materials (including conferences) for work performed under the above PWS elements. Table B-4, TARGET COST contains the Government estimates for travel, and training/materials for all PWS elements.

(End of Clause)

(END OF SECTION)

WEIGHTING OF PERFORMANCE INCENTIVES (Cont'd)

WBS 8.0 Indefinite Delivery/ Indefinite Quantity (IDIQ)	1. TBD	1. The contractor's performance will be evaluated utilizing the assigned weights for that specific position as if falls in accordance with Sections 2.3 through 2.3.3 to determine percent of fee earned. <p style="text-align: right;">Total</p>	0%* TBD	Quarterly/Task Completion (Progress Report/ Quarterly DRD 1133MA-002)
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* If additional unique metrics are added to J-4 (such as for any added IDIQ tasks), weighting shown on this attachment will be adjusted to reflect any additional metrics.

The Government may unilaterally revise this Performance Requirement Summary prior to the start of any 6-month evaluation period and whenever any IDIQ tasks are added.

[END OF ATTACHMENT]