

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code **08** Page **1** Pages **5**

2. AMENDMENT/MODIFICATION NO. **000023** 3. EFFECTIVE DATE **2/16/2009** 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

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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)  
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 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 | Cost Incentive Fee Earned | Performance Incentive Fee Earned | Total Potential Contract Value | Total Funding Allotted |
|-----------|--------------------------------|-------------------------------|---------------------------|----------------------------------|--------------------------------|------------------------|
| Previous  | \$10,957,886                   | \$297,022                     | \$ 87,160                 | \$ 189,594                       | \$11,531,662                   | \$11,019,846           |
| This Mod  | \$ 654                         | \$ 40                         | \$ 0                      | \$ 0                             | \$ 694                         | \$149,503              |
| New Total | \$10,958,540                   | \$297,062                     | \$ 87,160                 | \$ 189,594                       | \$11,532,356                   | \$11,169,349           |

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)

Kimberly N. Williams  
Contracting Officer

(b)(4)

15C. DATE SIGNED  
02/16/2009

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

16C. DATE SIGNED  
02/16/2009



A. The purpose of this modification is to (1) provide \$149,503 incremental funding in accordance with contract clause B.6 (Contract Funding) and (2) provides for the cost proposal for rate increase in level of support for (b)(4) in PWS 7.3 and 7.4 Mission. This increase is due to the (b)(4)

(b)(4)  
(b)(4) This is foreseen as a permanent change in OHC and incorporated to coincide with the remaining Option 1 period of performance and unexercised Options.

B. Accordingly, the allotted funding for the estimated cost is increased by \$149,463 (from \$9,201,455 to \$9,350,918), 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 \$10 (from \$143,444 to \$143,454), and the allotted funding for provisional performance incentive fee is increased by \$30 (from \$430,332 to \$430,362). Thus, the total allotted funding for the contract is increased by \$149,503 (from \$11,019,846 to \$11,169,349).

Mod 23 also provides for the (b)(4) rate increase in level of support for (b)(4) in PWS 7.3 and 7.4 Mission for the remainder of the Option Year 1 and all Option Years of the subject contract. The total Option 1 potential estimated cost is increased by \$654 (from \$10,957,886 to \$10,958,540) and the potential incentive fee is increased by \$40 (from \$573,776 to \$573,816). Thus, the total estimated cost for the contract is increased by \$694 (from \$11,531,662 to \$11,532,356).

Moreover, Per Table B-1 & B-2, ESTIMATED COST AND INCENTIVES FEES (IF), The Option 1-Mission ESTIMATED COST is increased by \$654 (from \$4,572,274 to \$4,572,928), the TARGET COST is increased by \$654 (from \$4,297,274 to \$4,297,928), the TARGET COST IF is increased by \$10 (from \$64,232 to \$64,242), the MAXIMUM COST IF is increased by \$15 (from \$96,347 to \$96,362), and MAXIMUM PERFORMANCE IF is increased by \$30 (from \$192,693 to \$192,723). Thus, the TOTAL VALUE for the Option 1 Mission is increased by \$694 (from \$4,829,199 to \$4,829,893).

The Option 2 Mission ESTIMATED COST is increased by \$5,399 (from \$4,687,348 to \$4,692,747), the TARGET COST is increased by \$5,399 (from \$4,387,348 to \$4,392,747), the TARGET COST IF is increased by \$81 (from \$65,553 to \$65,634), the MAXIMUM COST IF is increased by \$122 (from \$98,330 to \$98,452), and MAXIMUM PERFORMANCE IF is increased by \$243 (from \$196,660 to \$196,903). Thus, the TOTAL VALUE for the Option 2 Mission is increased by \$5,723 (from \$4,949,561 to \$4,955,284).

The Option 3 Mission ESTIMATED COST is increased by \$5,581 (from \$4,856,824 to \$4,862,405), the TARGET COST is increased by \$5,581 (from \$4,531,824 to \$4,537,405), the TARGET COST IF is increased by \$84 (from \$67,702 to \$67,786), the MAXIMUM COST IF is increased by \$126 (from \$101,679 to \$101,679), and MAXIMUM PERFORMANCE IF is increased by \$251 (from \$203,359 to \$203,359). Thus, the TOTAL VALUE for the Option 3 Mission is increased by \$5,916 (from \$5,127,634 to \$5,133,550).

The Option 4 Mission ESTIMATED COST is increased by \$5,776 (from \$5,035,206 to \$5,040,982), the TARGET COST is increased by \$5,776 (from \$4,685,206 to \$4,690,982), the TARGET COST IF is increased by \$86 (from \$69,996 to \$70,082), the MAXIMUM COST IF is increased by \$173 (from \$104,993 to \$105,166), and MAXIMUM PERFORMANCE IF is increased by \$260 (from \$209,987 to \$210,247). Thus, the TOTAL VALUE for the Option 4 Mission is increased by \$6,122 (from \$5,315,189 to \$5,321,311).

Overall, the 8% increase of cost to Mission increases the Potential Contract Value by \$18,455 (from \$35,604,753 to \$35,623,208).

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.

| <u>Section</u>                           | <u>Pages Added</u> | <u>Pages Deleted</u> |
|--|--------------------|----------------------|
| TABLE B-1 AND TABLE B-2                  | B-2 (Mod 23)       | B-2 (Mod 19)         |
| TABLE B-4, TARGET COST                   | B-4 (Mod 23)       | B-4 (Mod 18)         |
| B, SUPPLIES OR SERVICES AND PRICES/COSTS | B-7 (Mod 23)       | B-7 (Mod 22)         |

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 23

Contractor Proposal Number  
WTI-013009 (Dated: January 29, 2009)

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.<br>(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 | \$4,572,928    | \$4,297,928 | \$64,242       | \$96,362        | \$192,723              | TBD            | TBD                   | \$4,829,893           |
| 2.a.<br>(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 | \$4,692,747    | \$4,392,747 | \$65,634       | \$98,452        | \$196,903              | \$4,955,284 |
| 4.   | Option III, Mission Services | 4-01-10 through 3-31-11 | \$4,862,405    | \$4,537,405 | \$67,786       | \$101,679       | \$203,359              | \$5,133,550 |
| 5.   | Option III, Mission Services | 4-01-11 through 3-31-12 | \$5,040,982    | \$4,690,982 | \$70,082       | \$105,166       | \$210,247              | \$5,321,311 |

(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<br>PWS 3.3.1, 3.4.1, and 6.4.1 | TARGET COST |
|------|----------------|--|-------------|
| 1    | \$5,140,997    | \$1,075,000  | \$4,065,997 |
| 2    | \$4,572,928    | \$ 275,000   | \$4,297,928 |
| 3    | \$4,692,747    | \$ 300,000   | \$4,392,747 |
| 4    | \$4,862,405    | \$ 325,000   | \$4,537,405 |
| 5    | \$5,040,982    | \$ 350,000   | \$4,690,982 |

(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.

Contract NNM07AA77C  
Modification 23

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 \$10,595,533. 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 – March 23, 2009.

(b) An additional amount of \$573,816 is obligated under this contract for payment of fee.

|                                       | PREVIOUS     | THIS ACTION | TOTAL        |
|---------------------------------------|--------------|-------------|--------------|
| Mission Estimated Cost                | \$9,201,455  | \$149,463   | \$9,350,918  |
| IDIQ Estimated Cost                   | \$1,244,615  | \$0         | \$1,244,615  |
| Provisional Cost Incentive Fee        | \$143,444    | \$10        | \$143,454    |
| Provisional Performance incentive Fee | \$430,332    | \$30        | \$430,362    |
| Total Sum Allotted                    | \$11,019,846 | \$149,503   | \$11,169,349 |