

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract ID Code 08	Page 1	Pages 5
2. AMENDMENT/MODIFICATION NO. 000024	3. EFFECTIVE DATE MAR 13 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)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Will Technology, Incorporated 1570 The Boardwalk 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 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	\$10,958,540	\$297,062	\$ 87,160	\$ 189,594	\$11,532,356	\$11,169,349
This Mod	\$ (14,507)	\$ (870)	\$ 0	\$ 0	\$ (15,377)	\$112,744
New Total	\$10,944,033	\$296,192	\$ 87,160	\$ 189,594	\$11,516,979	\$11,282,093

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)		Kimberly N. Williams Contracting Officer	
15 (b)(4)	5C. DATE SIGNED	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED
	MAR 13 2009	BY	MAR 13 2009

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

PR	Program Code	Amount
4200285270	LINE ITEM 1 - (b)(4)	(b)(4)
4200283469	LINE ITEM 1 - (b)(4)	(b)(4)
	LINE ITEM 2 - (b)(4)	
	Total	\$112,744.00

A. The purpose of this modification is to (1) provide \$112,744 incremental funding in accordance with contract clause B.6 (Contract Funding) and (2) provides for the cost and credit proposals for adjustments to level of support in PWS 2.6 (b)(4)

(b)(4) PWS 8.2 (b)(4) and PWS 8.3 IDIQ (b)(4) This adjustment is due to the increased level of effort and the decrease in level of efforts for these roles. 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 \$96,914 (from \$9,350,918 to \$9,447,832), the allotted funding for the IDIQ estimated cost is increased by \$16,700 (from \$1,244,615 to \$1,261,315), the allotted funding for provisional cost incentive fee is decreased by \$218 (from \$143,454 to \$143,236), and the allotted funding for provisional performance incentive fee is decreased by \$652 (from \$430,362 to \$429,710). Thus, the total allotted funding for the contract is increased by \$112,744 (from \$11,169,349 to \$11,282,093).

Mod 24 also provides for the cost and credit proposals for adjustments to level of support in PWS 2.6 (b)(4) PWS 8.2 (b)(4)

(b)(4) The total Option 1 potential estimated cost is decreased by \$14,507 (from \$10,958,540 to \$10,944,033) and the potential incentive fee is decreased by \$870 (from \$573,816 to \$572,946). Thus, the total estimated cost for the contract is decreased by \$15,377 (from \$11,532,356 to \$11,516,979).

This constitutes additional hours to Tasks 3-4 (Attachment 1-2) under Contract NNM07AA77C. These Tasks are issued in accordance with Clause H.2, entitled: "TASK ORDERING PROCEDURES" AS DELINEATED IN THE BASIC CONTRACT (NNM07AA77C). Performance of these tasks shall be in accordance with Attachment 1 & 2, Statement of Work, entitled: (b)(4)

(b)(4) A listing of the task(s) awarded under the basic contract is as follows:

<u>Task Number</u>	<u>Date Awarded</u>	<u>Amount</u>	<u>IDIQ Amount Available</u>
1 - (b)(4)	November 8, 2007(Base) April 1, 2008 (Opt 1)	(b)(4)	\$3,932,138 \$3,766,213
2 -	November 8, 2007(Base) April 1, 2008 (Opt 1) August 27, 2008(Opt 1)	(b)(4)	\$3,666,947 \$3,407,724 \$3,542,828
3 -	February 1, 2008(Base) February 11, 2008(Base) April 1, 2008 (Opt 1) March 2, 2009(Opt 1)	(b)(4)	\$3,525,098 \$3,522,071 \$3,405,294 \$3,403,567
4 -	February 1, 2008(Base) February 11, 2008(Base) March 3, 2008(Base) April 1, 2008 (Opt 1) October 1, 2008(Opt 1)	(b)(4)	\$3,354,590 \$3,335,293 \$3,310,207 \$2,752,058 \$2,736,083

5 - (b)(4)	February 1, 2008(Base)	(b)(4)	\$2,725,556
	April 1, 2008 (Opt 1)		<b>\$2,663,005</b>

The IDIQ effort being added impacts the following period of performance:

Task Number

3 - (b)(4)	March 2, 2009 through June 26, 2009	Attachment 1
4 - (b)(4)	October 1, 2008 through May 29, 2009	Attachment 2

Moreover, Per Table B-1 & B-2, ESTIMATED COST AND INCENTIVES FEES (IF), The Option 1-Mission ESTIMATED COST is decreased by \$31,207 (from \$4,572,928 to \$4,541,721), the TARGET COST is decreased by \$31,207 (from \$4,297,928 to \$4,266,721), the TARGET COST IF is decreased by \$468 (from \$64,242 to \$63,774), the MAXIMUM COST IF is decreased by \$702 (from \$96,362 to \$95,660), and MAXIMUM PERFORMANCE IF is decreased by \$1,404 (from \$192,723 to \$191,319). Thus, the TOTAL VALUE for the Option 1 Mission is decreased by \$33,079 (from \$4,829,893 to \$4,796,814).

The Option 1-IDIQ ESTIMATED COST is increased by \$16,700 (from \$969,358 to \$986,058), the TARGET COST is increased by \$16,700 (from \$969,358 to \$986,058), the TARGET COST IF is increased by \$251 (from \$14,540 to \$14,791), the MAXIMUM COST IF is increased by \$375 (from \$21,811 to \$22,186), and MAXIMUM PERFORMANCE IF is increased by \$751 (from \$43,623 to \$44,374). Thus, the TOTAL VALUE for the Option 1 Mission is increased by \$17,702 (from \$1,027,521 to \$1,045,223).

The Option 2 Mission ESTIMATED COST is decreased by \$78,103 (from \$4,692,747 to \$4,614,644), the TARGET COST is decreased by \$78,103 (from \$4,392,747 to \$4,314,644), the TARGET COST IF is decreased by \$1,172 (from \$65,634 to \$64,462), the MAXIMUM COST IF is decreased by \$1,757 (from \$98,452 to \$96,695), and MAXIMUM PERFORMANCE IF is decreased by \$3,514 (from \$196,903 to \$193,389). Thus, the TOTAL VALUE for the Option 2 Mission is decreased by \$82,789 (from \$4,955,284 to \$4,872,495).

The Option 3 Mission ESTIMATED COST is decreased by \$80,729 (from \$4,862,405 to \$4,781,676), the TARGET COST is decreased by \$80,729 (from \$4,537,405 to \$4,456,676), the TARGET COST IF is decreased by \$1,211 (from \$67,786 to \$66,575), the MAXIMUM COST IF is decreased by \$1,816 (from \$101,679 to \$99,863), and MAXIMUM PERFORMANCE IF is decreased by \$3,633 (from \$203,359 to \$199,726). Thus, the TOTAL VALUE for the Option 3 Mission is decreased by \$85,573 (from \$5,133,550 to \$5,047,977).

The Option 4 Mission ESTIMATED COST is decreased by \$83,547 (from \$5,040,982 to \$4,957,435), the TARGET COST is decreased by \$83,547 (from \$4,690,982 to \$4,607,435), the TARGET COST IF is decreased by \$1,253 (from \$70,082 to \$68,829), the MAXIMUM COST IF is decreased by \$1,880 (from \$105,166 to \$103,286), and MAXIMUM PERFORMANCE IF is decreased by \$3,760 (from \$210,247 to \$206,487). Thus, the TOTAL VALUE for the Option 4 Mission is decreased by \$88,560 (from \$5,321,311 to \$5,232,751).

Overall, this Modification provides a decrease to cost for Mission & IDIQ to the Potential Contract Value by \$290,001 (from \$35,623,208 to \$35,333,207).

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 24)	B-2 (Mod 23)
TABLE B-4, TARGET COST	B-4 (Mod 24)	B-4 (Mod 23)
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7 (Mod 24)	B-7 (Mod 23)

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 24

Contractor Proposal Number  
WTI-030409 (Dated: March 4, 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. (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	\$4,541,721	\$4,266,721	\$63,774	\$95,660	\$191,319	TBD	TBD	\$4,796,814
2.a. (See Table B-3)	IDIQ Summation of Task Order Values Option I	4-01-08 through 3-31-09	\$986,058	\$986,058	\$14,791	\$22,186	\$44,374	TBD	TBD	\$1,045,223

(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	\$4,614,644	\$4,314,644	\$64,462	\$96,695	\$193,389	\$4,872,495
4.	Option III, Mission Services	4-01-10 through 3-31-11	\$4,781,676	\$4,456,676	\$66,575	\$99,863	\$199,726	\$5,047,977
5.	Option III, Mission Services	4-01-11 through 3-31-12	\$4,957,435	\$4,607,435	\$68,829	\$103,286	\$206,487	\$5,232,751

(End-of-Clause)

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(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	\$4,541,721	\$ 275,000	\$4,266,721
3	\$4,614,644	\$ 300,000	\$4,314,644
4	\$4,781,676	\$ 325,000	\$4,456,676
5	\$4,957,435	\$ 350,000	\$4,607,435

(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.

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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 \$10,709,147. 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 28, 2009.

(b) An additional amount of \$572,946 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$9,350,918	\$96,914	\$9,447,832
IDIQ Estimated Cost	\$1,244,615	\$16,700	\$1,261,315
Provisional Cost Incentive Fee	\$143,454	(\$218)	\$143,236
Provisional Performance incentive Fee	\$430,362	(\$652)	\$429,710
Total Sum Allotted	\$11,169,349	\$112,744	\$11,282,093

Pages 9 through 10 redacted for the following reasons:

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(B)(4)