

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code 08	Page 1	Pages 5
2. AMENDMENT/MODIFICATION NO. 000027	3. EFFECTIVE DATE 5/22/2009	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) 544-5566		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	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	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.

<input checked="" type="checkbox"/>	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).
<input checked="" type="checkbox"/>	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	\$16,126,316	\$588,102	\$ 87,160	\$ 189,594	\$16,991,172	\$12,161,800
This Mod	\$ 9,262	\$ 555	\$ 0	\$ 0	\$ 9,817	\$ 1,360,026
New Total	\$16,135,578	\$588,657	\$ 87,160	\$ 189,594	\$17,000,989	\$13,521,826

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
15B. CONTRACTOR/OFFEROR Original Signed By: (b)(4) (Signature of person authorized to sign)	15C. DATE SIGNED 5/22/2009
	15D. UNITED STATES OF AMERICA Original Signed By: BY Kimberly N. Williams (Signature of Contracting Officer)
	15E. DATE SIGNED 5/22/2009

A. The purpose of this modification is to (1) provide \$1,360,026 incremental funding in accordance with contract clause B.6 (Contract Funding) and (2) provides for the cost proposals for adjustments to level of support in PWS 8.2 (b)(4) and PWS 8.3 (b)(4)

(b)(4) This is incorporated to coincide with the remaining Option 2 period of performance.

B. Accordingly, the allotted funding for the estimated cost is increased by \$480,366 (from \$10,227,539 to \$10,707,905), the allotted funding for the IDIQ estimated cost is increased by \$587,195 (from \$1,361,315 to \$1,948,510), the allotted funding for provisional cost incentive fee is increased by \$73,116 (from \$143,236 to \$216,352), and the allotted funding for provisional performance incentive fee is increased by \$219,349 (from \$429,710 to \$649,059). Thus, the total allotted funding for the contract is increased by \$1,360,026 (from \$12,161,800 to \$13,521,826).

Mod 27 also provides for the cost proposals for adjustments to level of support in PWS 8.2 IDIQ-

(b)(4)
(b)(4) The total Option 2 potential estimated cost is increase by \$9,262 (from \$16,126,316 to \$16,135,578) and the potential incentive fee is increased by \$555 (from \$588,102 to \$588,657). Thus, the total estimated cost for the contract is increased by \$9,817 (from \$16,991,172 to \$17,000,989).

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)	(b)(4)	\$5,932,138
	April 1, 2008 (Opt 1)		\$5,766,213
	April 1, 2009 (Opt 2)		\$5,595,417
2 -	November 8, 2007(Base)		\$5,496,151
	April 1, 2008 (Opt 1)		\$5,236,928
	August 27, 2008(Opt 1)		\$5,372,032
3 -	February 1, 2008(Base)		\$5,354,302
	February 11, 2008(Base)		\$5,351,275
	April 1, 2008 (Opt 1)		\$5,234,498
	March 2, 2009(Opt 1)		\$5,232,771
	April 1, 2009 (Opt 2)		\$5,118,517
	May 20, 2009 (Opt 2)		\$5,112,716
4 -	February 1, 2008(Base)		\$5,063,739
	February 11, 2008(Base)		\$5,044,442
	March 3, 2008(Base)		\$5,019,356
	April 1, 2008 (Opt 1)		\$4,461,207
	October 1, 2008(Opt 1)		\$4,445,232
	April 1, 2009 (Opt 2)		\$4,192,971

5 -	(b)(4)	May 20, 2009 (Opt 2)	(b)(4)	\$4,188,955
		February 1, 2008(Base)		\$4,178,428
		April 1, 2008 (Opt 1)		\$4,115,877
		April 1, 2009 (Opt 2)		\$4,051,490

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

<u>Task Number</u>		
3 -	(b)(4)	June 29, 2009 through September 25, 2009
4 -	(b)(4)	June 1, 2009 through June 19, 2009
		Attachment 1
		Attachment 2

Per Table B-1 & B-2, ESTIMATED COST AND INCENTIVES FEES (IF), The Option 2-IDIQ ESTIMATED COST is increased by \$9,262 (from \$567,639 to \$576,901), the TARGET COST is increased by \$9,262 (from \$567,639 to \$576,901), the TARGET COST IF is increased by \$139 (from \$8,514 to \$8,653), the MAXIMUM COST IF is increased by \$208 (from \$12,772 to \$12,980), and MAXIMUM PERFORMANCE IF is increased by \$416 (from \$25,545 to \$25,961). Thus, the TOTAL VALUE for the Option 2 IDIQ is increased by \$9,817 (from \$601,698 to \$611,515).

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.

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 27)	B-2 (Mod 25)
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7 (Mod 27)	B-7 (Mod 26)

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 27

Contractor Proposal Number
WTI-051309 (Dated: May 18, 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
3.	Option II, Mission Services	4-01-09 through 3-31-10	\$4,614,644	\$4,314,644	\$64,462	\$96,695	\$193,389	TBD	TBD	\$4,872,495
3.a. (See Table B-3)	IDIQ Summation of Task Order Values Option II	4-01-09 through 3-31-10	\$576,901	\$576,901	8,653	\$12,980	\$25,961	TBD	TBD	\$611,515

(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
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 IV, 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)

Contract NNM07AA77C
Modification 27

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 \$12,656,415. 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 – August 28, 2009.

(b) An additional amount of \$865,411 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$10,227,539	\$480,366	\$10,707,905
IDIQ Estimated Cost	\$1,361,315	\$587,195	\$1,948,510
Provisional Cost Incentive Fee	\$143,236	\$73,116	\$216,352
Provisional Performance incentive Fee	\$429,710	\$219,349	\$649,059
Total Sum Allotted	\$12,161,800	\$1,360,026	\$13,521,826

Pages 8 through 9 redacted for the following reasons:

(b)(4)