

2. AMENDMENT/MODIFICATION NO. 000077	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Debbie R. Matthews Procurement Office/PS33 Marshall Space Flight Center AL 35812	CODE MSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  WILL TECHNOLOGY INC Attn: Crystal Shell 1570 The Boardwalk HUNTSVILLE AL 35816-0000	(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 1RCM0	FACILITY CODE	

**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 \_\_\_\_\_ 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 ACKNOWLEDGEMENT 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 Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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: Mutual Agreement
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2 for Modification Description

FOB: Destination

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Debbie R Matthews
(b)(4)	15C. DATE SIGNED 1-23-12	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
		16C. DATE SIGNED 1-23-12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  
(Continued)

The purpose of this modification is to definitize the following credit proposal associated with reduction or elimination of contract staffing:

1. Will Technology detailed cost proposal WTI-011112 dated January 11, 2012. This proposal was submitted in response to NASA/MSFC Request for Proposal dated January 10, 2012.

As a result of this proposal the contract value is **downwardly** adjusted by the following amount:

1. WTI-011112- (Estimated Cost \$17,323, Fee \$1,039, Total \$18,362)

Based on the values negotiated for the proposals as describe above, the contract is revised in the following particulars:

- A. Under Section B, Clause B.2, Estimated Cost and Fees, Table B-1, Estimated Cost and Incentive Fees (IF), is revised as follows:
  1. CLIN 5, Option IV, Mission Services, is revised to reflect the decrease in Estimated Cost by \$17,323 (from \$3,138,427 to \$3,121,104), Target Cost by \$17,323 (from \$2,788,427 to \$2,771,104), and Potential Total Value by \$18,362 (from \$33,305,732 to \$3,287,370). This fee reduction is appropriately allocated between Target Cost Incentive Fee, Maximum Cost Incentive Fee, and Maximum Performance Incentive Fee.
- B. Under Section B, Clause B.4, Cost and Performance Incentive Fee, is revised to reflect the revised Estimated Cost and exclusions from Estimated Cost.
- C. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NM07AA77C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2 (Mod 75)  
B-4 (Mod 75)

Page(s) Added

B-2 (Mod 77)  
B-4 (Mod 77)

- D. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise to the "proposal(s) for adjustment."

Contract  
Change Identification  
NASA/MSFC  
Letter Request for Proposal  
dated January 10, 2012

Contractor  
Proposal Number  
WTI proposal  
WTI-011112  
dated January 11, 2012

E. All other terms and conditions of contract NNM07AA77C remain unchanged.

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	\$95,660	\$183,085	\$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	\$22,186	\$42,312	\$1,045,223
3.	Option II, Mission Services	4-01-09 through 3-31-10	\$4,472,266	\$4,172,266	\$62,584	\$93,876	\$187,752	\$93,876	\$179,491	\$4,722,602
3.a. (See Table B-3)	IDIQ Summation of Task Order Values Option II	4-01-09 through 3-31-10	\$594,584	\$594,584	\$8,919	\$13,378	\$26,756	\$13,378	\$25,579	\$630,259
4.	Option III, Mission Services	4/1/2010 through 03/31/2011	\$4,584,221	\$4,259,221	\$63,889	\$95,780	\$191,666	\$95,780	\$188,024	\$4,839,776
4.a. (See Table B-3)	IDIQ Summation of Task Order Values Option III	4/1/2010 through 03/31/2011	\$517,662	\$517,662	\$7,765	\$11,647	\$23,295	\$11,647	\$22,852	\$548,722
5.	Option IV, Mission Services	4/1/2011 through 03/31/2012	\$3,121,104	\$2,771,104	\$41,566	\$60,565	\$124,700	TBD	TBD	\$3,287,370
5.a. (See Table B-3)	IDIQ Summation of Task Order Values Option IV	4/1/2011 through 03/31/2012	\$511,180	\$511,180	\$7,668	\$11,390	\$23,004	TBD	TBD	\$541,852

\$26,087,560  
 Unused IDIQ – Base and all Options \$ 6,825,114  
 Total Maximum Potential Value \$32,912,674

(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

-All Options have been exercised

(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	\$4,541,721	\$ 275,000	\$4,266,721
3	\$4,472,266	\$300,000	\$4,172,266
4	\$4,584,221	\$325,000	\$4,259,221
5	\$3,,121,104	\$350,000	\$2,771,104

(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.