

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code **08** Page **1** Pages **8**  
 2. AMENDMENT/MODIFICATION NO. **000009** 3. EFFECTIVE DATE **2/11/2008** 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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 AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) **(x)** 9A. AMENDMENT OF SOLICITATION NO.  
 Will Technology, Incorporated  
 4835 University Square  
 Suite 19  
 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 52.222-43 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	Total Potential Contract Value	Total Funding Allotted
Previous	\$5,222,456	\$247,061	\$5,469,517	\$5,469,517
This Mod	\$ 21,061	\$ 1,263	\$ 22,324	\$22,324
New Total	\$5,243,517	\$248,324	\$5,491,841	\$5,491,841

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)  
**Bobby J. Holden**  
**Contracting Officer**  
 15B. CONTRACTOR/OFFEROR **(b)(4)** 15C. DATE SIGNED **02/08/2008** 16B. UNITED STATES OF AMERICA BY **/s/ Bobby J. Holden** 16C. DATE SIGNED **02/08/2008**  
 (Signature of person authorized to sign) (Signature of Contracting Officer)



A. The purpose of this modification is to provide incremental in the amount of \$22,324 in accordance with contract clause B.6 (Contract Funding) and reflects changes to Attachment J-4, SURVEILANCE AND PERFORMANCE INCENTIVE FEE PLAN, cost fee and performance incentive fee will be evaluated annually.

B. Accordingly, the allotted funding for the estimated cost is increased by \$0 (from \$4,991,926 to \$4,991,926), the allotted funding for the IDIQ estimated cost is increased by \$21,061 (from \$230,530 to \$251,591), the allotted funding for provisional cost incentive fee is increased by \$316 (from \$61,765 to \$62,081), and the allotted funding for provisional performance incentive fee is increased by \$947 (from \$185,296 to \$186,243). These adjustments reflect the fully funded potential incentive fee. Thus, the total allotted funding for the contract is increased by \$22,324 (from \$5,469,517 to \$5,491,841).

C. This modification also incorporates the cost proposal dated February 4, 2008 for the IDIQ services under Subparagraph's 8.0 (Indefinite Delivery/Indefinite Quantity). The Base estimated cost is increased by \$21,061 (from \$5,222,456 to \$5,243,517) and the potential cost incentive fee is increased by \$1,263 (from \$247,061 to \$248,324). Thus, the total estimated cost for the contract is increased by \$22,324 (from \$5,469,517 to \$5,491,841).

This constitutes additional hours to Task(s) 3 (Attachment 1) and Task 4 (Attachment 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(s), entitled: (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	(b)(4)	\$1,932,138
2 - (b)(4)	November 8, 2007	(b)(4)	\$1,832,872
3 - (b)(4)	February 1, 2008	(b)(4)	\$1,815,142
3 - (b)(4)	February 11, 2008	(b)(4)	\$1,812,115
4 - (b)(4)	February 1, 2008	(b)(4)	\$1,763,138
4 - (b)(4)	February 11, 2008	(b)(4)	\$1,743,841
5 - (b)(4)	February 1, 2008	(b)(4)	<b>\$1,733,314</b>

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

<u>Task Number</u>	<u>Date</u>	<u>Attachment</u>
3 - (b)(4)	February 11, 2008 through March 31, 2008	Attachment 1
4 - (b)(4)	February 11, 2008 through March 31, 2008	Attachment 2

E. 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.

ATTACHMENT J-4, SURVEILANCE AND PERFORMANCE INCENTIVE FEE PLAN, is hereby deleted in its entirety and the revised ATTACHMENT J-4, shown on the enclosed replacement page J-4-1, is substituted in lieu thereof.

F. 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 9)	B-2 (Mod 8)
TABLE B-4, TARGET COST	B-4 (Mod 9)	B-4 (Mod 8)
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7 (Mod 9)	B-7 (Mod 8)
Attachment J-4, SURVEILANCE AND PERFORMANCE INCENTIVE FEE PLAN	J-4-1 (Mod 9)	J-4-1 (BASE)

G. All other terms and conditions remain unchanged and in full force and effect.

H. 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 9

Contractor Proposal Number  
WTI-020408 (Dated: February 4, 2008)

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	TOTAL VALUE
1.	Mission Services, Base Year (BY)	4-01-07 through 3-31-08	\$4,991,926	\$3,916,926	\$58,307	\$87,460	\$174,922	TBD	TBD	\$5,225,155
1.a. (See Table B-3)	IDIQ Summation of Task Order Values BY	4-01-07 through 3-31-08	\$251,591	\$251,591	\$3,774	\$5,662	\$11,321	TBD	TBD	\$266,686

(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 -- OPTION VALUES

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	TOTAL VALUE
2.	Option I, Mission Services	4-01-08 through 3-31-09	\$4,292,413	\$4,017,413	\$60,034	\$90,050	\$180,100	\$4,532,547
3.	Option II, Mission Services	4-01-09 through 3-31-10	\$4,432,072	\$4,132,072	\$61,724	\$92,586	\$185,172	\$4,678,968
4	Option III, Mission Services	4-01-10 through 3-31-11	\$4,592,963	\$4,267,963	\$63,744	\$95,616	\$191,234	\$4,847,941
5	Option IV, Mission Services	4-01-11 through 3-31-12	\$4,762,131	\$4,412,131	\$65,900	\$98,849	\$197,698	\$5,025,729

(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	\$5,243,517	\$1,075,000	\$4,168,517
2	\$4,292,413	\$ 275,000	\$4,017,413
3	\$4,432,072	\$ 300,000	\$4,132,072
4	\$4,592,963	\$ 325,000	\$4,267,963
5	\$4,762,131	\$ 350,000	\$4,412,131

(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 \$5,491,841. 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 31, 2008.

(b) An additional amount of \$248,324 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$4,991,926	\$0	\$4,991,926
IDIQ Estimated Cost	\$230,530	\$21,061	\$251,591
Provisional Cost Incentive Fee	\$61,765	\$316	\$62,081
Provisional Performance incentive Fee	\$185,296	\$947	\$186,243
Total Sum Allotted	\$5,469,517	\$22,324	\$5,491,841

## ATTACHMENT J-4

### SURVEILLANCE AND PERFORMANCE INCENTIVE FEE PLAN

The Contractor's performance for Office of Human Capital at MSFC, as outlined in Attachment J-5, Performance Requirements Summary (PRS), and explained in attachment J-1, Performance Work Statement (PWS), and Section B (paragraphs B.1 – B.7), shall be evaluated using this Surveillance and Performance Incentive Fee Plan. The evaluation criteria and incentive fee structure are outlined below.

#### 1.0 Evaluation Criteria

Both the mission requirements (PWS 1.0 through 7.0) and the Indefinite Delivery/Indefinite Quantity (IDIQ) requirements (PWS 8.0) of this contract are performance based and utilize various methods to calculate fee based upon the defined acceptable quality levels for the performance of this contract. Tools used for assessing and determining Contractor performance and fee are the Contractor's Financial Management Report (DRD 1133MA-003), Quarterly Progress Reports (DRD 1133MA-002), and the Attachment 5 PRS. PRS includes customer satisfaction questionnaires (30% of total estimated fee) and unique performance metrics (45% of total estimated fee).

Performance Incentive Fee shall be weighted and distributed as shown in Attachment J-5 PRS. Due to dynamic Center commitments and changing priorities, the Government may issue a contract modification to revise the PRS prior to the start of any 6-month evaluation period and/or whenever any IDIQ tasks are added.

Fee for performance of a listed service, specified in column two of the PRS, is accepted and paid at the fee percentage indicated in column four of the PRS when the Acceptable Quality Level (AQL) meets or exceeds that indicated in column three. The Contractor shall submit Quarterly Progress Reports (DRD 1133MA-002), along with rationale explaining any PRS area where performance deficiencies were noted. If the performance is below an AQL during a 6-month evaluation period, the Contractor shall submit a written corrective action plan to ensure these deficiencies do not occur in the future. The Contracting Officer (CO), with the support of the Contracting Officer's Technical Representative (COTR), will review the Quarterly Progress Reports, along with other evaluation criteria stated herein, and determine if there were any actions by the Government, or any other mitigating circumstances, that should be considered in the fee score evaluation.

#### 2.0 Contract Fee

2.1 Earned Cost and Performance Incentive Fees. The cost fee as well as the performance incentive fee will be evaluated annually. See Clauses B.4 and B.5 for additional information on how cost and performance incentive fee will be added to the contract.

2.2 Performance Incentive Measurement. The Contractor shall perform self-evaluation and report findings on the Quarterly Progress Report (DRD 1133MA-002). The reported items shall include the standard of performance tasks outlined in

Pages 9 through 10 redacted for the following reasons:

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(b)(4)