

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code **08** Page **1** Pages **3**
 2. AMENDMENT/MODIFICATION NO. **000022** 3. EFFECTIVE DATE **JAN 21 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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 AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

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. **X 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;
- (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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority) FAR Clause 43.103(b), and 52.232-22, "Limitation of Funds"

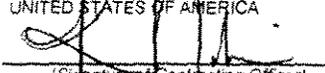
E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

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 Allocated
Previous	\$10,957,886	\$297,022	\$ 87,160	\$ 189,594	\$11,531,662	\$10,703,431
This Mod	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$316,415
New Total	\$10,957,886	\$297,022	\$ 87,160	\$ 189,594	\$11,531,662	\$11,019,846

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

15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16B. UNITED STATES OF AMERICA
 BY 
 16C. DATE SIGNED **JAN 21 2009**

A. The purpose of this unilateral modification is to provide \$316,415 incremental funding in accordance with contract clause B.6 (Contract Funding). This funding provides coverage through March 18, 2009 as reflected in the contractor's electronic message dated January 21, 2009.

B. Accordingly, the allotted funding for the estimated cost is increased by \$316,415 (from \$8,885,040 to \$9,201,455), 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 \$0 (from \$143,444 to \$143,444), and the allotted funding for provisional performance incentive fee is increased by \$0 (from \$430,332 to \$430,332). Thus, the total allotted funding for the contract is increased by \$316,415 (from \$10,703,431 to \$11,019,846).

C. Therefore, the contract is changed in the following particulars:

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>
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7 (Mod 22)	B-7 (Mod 21)

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 22

Contractor Proposal Number
N/A

Contract NNM07AA77C
Modification 22

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 \$10,446,070. 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 18, 2009.

(b) An additional amount of \$573,776 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$8,885,040	\$316,415	\$9,201,455
IDIQ Estimated Cost	\$1,244,615	\$0	\$1,244,615
Provisional Cost Incentive Fee	\$143,444	\$0	\$143,444
Provisional Performance incentive Fee	\$430,332	\$0	\$430,332
Total Sum Allotted	\$10,703,431	\$316,415	\$11,019,846