

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code **08** Page **1** Pages **4**

2. AMENDMENT/MODIFICATION NO. **000001** 3. EFFECTIVE DATE **05/07/2007** 4. REQUISITION/PURCHASE REQ. NO. **See Page 1A** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **PS33, MFG** 7. ADMINISTERED BY (If other than Item 6) CODE **PS33, MFG**

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  
4835 University Square  
Suite 19  
Huntsville, AL 35816**

(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 **SAP ID# 130569** FACILITY CODE **CAGE 1RCMO**

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

**E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 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	\$5,006,381	\$234,097	\$5,240,478	\$700,000
This Mod	\$ 0	\$ 0	\$ 0	\$656,410
New Total	\$5,006,381	\$234,097	\$5,240,478	\$1,356,410

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)  
**L. Katie James  
Contracting Officer**

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
**5/7/2007**

(Signature of person authorized to sign) (Signature of Contracting Officer)



A. The purpose of this modification is to provide incremental in the amount of \$656,410 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for the estimated cost is increased by \$619,255 (from \$660,377 to \$1,279,632), the allotted funding for provisional cost incentive fee is increased by \$9,289 (from \$9,906 to \$19,195), and the allotted funding for provisional performance incentive fee is increased by \$27,866 (from \$29,717 to \$57,583). Thus, the total allotted funding for the contract is increased by \$656,410 (from \$700,000 to \$1,356,410).

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	B-7

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

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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 \$1,279,632. 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 – June 15, 2007.

(b) An additional amount of \$76,778 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$660,377	\$619,255	\$1,279,632
IDIQ Estimated Cost	0	0	0
Provisional Cost Incentive Fee	\$9,906	\$9,289	\$19,195
Provisional Performance incentive Fee	\$29,717	\$27,866	\$57,583
Total Sum Allotted	\$700,000	\$656,410	\$1,356,410