

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code 08	Page 1	Pages 3
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2. AMENDMENT/MODIFICATION NO. 000020	3. EFFECTIVE DATE 11/21/2008	4. REQUISITION/PURCHASE REQ. NO. See Page 1A	5. PROJECT NO. (If applicable)
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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
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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)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA77C
		10B. DATED (SEE ITEM 13) 03/20/2007

CODE SAP ID# 130569	FACILITY CODE CAGE 1RCM0
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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 Clause 43.103(a), and 52.232-22, "Limitation of Funds" and the Changes Clause
	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	\$10,957,886	\$297,022	\$ 87,160	\$ 189,594	\$11,531,662	\$10,379,031
This Mod	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$180,000
New Total	\$10,957,886	\$297,022	\$ 87,160	\$ 189,594	\$11,531,662	\$10,559,031

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 (b)(4)	15C. DATE SIGNED 11/21/2008
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/ Kimberly N. Williams (Signature of Contracting Officer)
	16C. DATE SIGNED 11/21/2008

A. The purpose of this modification is to (1) provide \$180,000 incremental funding, (2) provide an update to Section G, Clause G.2 SUBMISSION OF VOUCHERS FOR PAYMENT and (3) provide an update to Section H, Clause H.8 KEY PERSONNEL AND FACILITIES. Accordingly, the contract is modified as follows:

B. In accordance with contract Clause B.6 (Contract funding), the allotted funding for the estimated cost is increased by \$180,000 (from \$8,560,640 to \$8,740,640), 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 \$180,000 (from \$10,379,031 to \$10,559,031).

Under section G, Clause G.2, SUBMISSION OF VOUCHERS FOR PAYMENT, is updated to reflect the NASA Shared Services Center as the new location for designated billing and payment offices.

Under section H, Clause H.8, KEY PERSONNEL AND FACILITIES is updated to reflect the deletion of (b)(4)

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.

Section G, Clause G.2, ALLOWABLE ITEMS OF COST (MSFC 52.242-90), is hereby deleted in its entirety and the revised Clause B.7, shown on the enclosed replacement page B-8, is substituted in lieu thereof.

Section H, Attachment H.8, WEIGHTING OF PERFORMANCE INCENTIVES, is hereby deleted in its entirety and the revised Attachment J-5-3, shown on the enclosed replacement page J-5-3, 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 20)	B-7 (Mod 19)
G, CONTRACT ADMINISTRATION DATA	G-1 (Mod 20)	G-1 (Basic)
H, SPECIAL CONTRACT REQUIREMENTS	H-8 (Mod 20)	H-8 (Basic)

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 20

Contractor Proposal Number
N/A

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 \$9,985,255. 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 – January 7, 2009.

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

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$8,560,640	\$180,000	\$8,740,640
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	\$10,379,031	\$180,000	\$10,559,031

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. Federal Acquisition Regulation (48 CFR Chapter 1)

Clause Number	<u>Title & Date</u>
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None included by reference.

<u>Clause Number</u>	<u>Title & Date</u>
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1852.242-71	Travel Outside of the United States (Dec 1988)
1852.242-73	NASA Contractor Financial Management Reporting (Nov 2004)
1852.245-70	Contractor Requests for Government-Owned Equipment (Jul 1997)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529
NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415

Or other designated billing office as specified in writing by the Contracting Officer.

(2) For any period that the Defense Contract Audit Agency (DCAA) has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be directed by the Contracting Officer.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)

(End of Clause)

H.9 ASBESTOS MATERIAL (MSFC 52.223-90) (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.10 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

(a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed RFR has been approved and processed through the NFMMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).