

|  |                                    |   |                                |
|--|------------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>000036  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>See Schedule  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>NASA/Marshall Space Flight Center<br>Procurement Office<br>Marshall Space Flight Center AL 35812 | CODE<br>MSFC                       | 7. ADMINISTERED BY (If other than Item 6)<br>NASA/Marshall Space Flight Center<br>Audrey McMillan<br>Procurement Office/PS33<br>Marshall Space Flight Center AL 35812 | CODE<br>MSFC                   |

|   |               |   |
|---|---------------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>WILL TECHNOLOGY INC<br>Attn: Crystal Shell<br>1570 The Boardwalk<br>HUNTSVILLE AL 35816-0000 | (x)           | 9A. AMENDMENT OF SOLICITATION NO.                     |
|   |               | 9B. DATED (SEE ITEM 11)                               |
|   | x             | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>NNM07AA77C |
|   |               | 10B. DATED (SEE ITEM 13)<br>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)<br>See Schedule | Net Increase: | \$51,000.00 |
|---|---------------|-------------|

**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:<br>FAR 43.103 (a) Bilateral  |
|           | 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.)**

1) The purposes of this modification are to provide:

(a) Incremental funding in the amount of \$51,000.00, from \$16,024,618.42 to \$16,075,618.42.

(b) Revise the anticipated funded through date from January 31, 2010 to February 2, 2010.

(c) Delete Clause C.2 Excluded Functions and Responsibilities in its entirety and replace with Clause C.2 Responsibilities and Associated Ground Rules; and

2. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes.  
Continued ...

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)<br>(b)(4) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Sherry K Fenn |
| 15B. CC   | 16B. UNITED STATES OF AMERICA   |
| 5C. DATE SIGNED<br>2-10-10                              | 16C. DATE SIGNED<br>2-16-10   |
| NSN 75  | (Signature of Contracting Officer)  |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR  
WILL TECHNOLOGY INC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>Clause B.6 Contract Funding (NFS 1852.232-81)<br/>Clause C.2 Responsibilities and Associated Ground Rules</p> <p>3. All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES:</p> <p>Obligated Amount for this Modification: \$51,000.00<br/>New Total Obligated Amount for this Award: \$16,075,618.42<br/>Incremental Funded Amount changed: from \$16,024,618.42 to \$16,075,618.42<br/>Incrementally Funded through date changed from 01/31/2010 to 02/02/2010</p> <p>ACCOUNTING AND APPROPRIATION DATA:</p> <p>PR # 4200328764<br/>Account code:<br/>62HS30/6100.2511/62/FC000000/269027.04.08/000/2510/62/SCEX22010D/515A/2/3<br/>Cost Center 62HS30<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$425.00</p> <p>PR # 4200328764<br/>Account code:<br/>62HS30/6100.2511/62/FC000000/736466.01.04.08.03/00/2510/62/CASX22010D/361N/3/4<br/>Cost Center 62HS30<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$5,423.00</p> <p>PR # 4200328764<br/>Account code:<br/>62HS30/6100.2511/62/FC000000/550028.07.01.08.13/00/2510/62/EXPX22009D/020U/1/2<br/>Cost Center 62HS30<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$6,252.00</p> <p>Continued ...</p> |                 |             |                   |               |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM07AA77C/000036

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NAME OF OFFEROR OR CONTRACTOR  
WILL TECHNOLOGY INC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | PR # 4200328764<br>Account code:<br>62HS30/6100.2511/62/FC000000/550028.07.01.08.03/00<br>0/2510/62/EXPX22010D/020U/4/5<br>Cost Center 62HS30<br>GI Account 6100.2511<br>Order FC000000<br>Quantity: 0<br>Amount: \$4,000.00  |                 |             |                   |               |
|                 | PR # 4200328764<br>Account code:<br>62HS30/6100.2511/62/FC000000/550028.07.01.08.05/00<br>0/2510/62/EXPX22010D/020U/5/6<br>Cost Center 62HS30<br>GI Account 6100.2511<br>Order FC000000<br>Quantity: 0<br>Amount: \$20,000.00 |                 |             |                   |               |
|                 | PR # 4200328764<br>Account code:<br>62HS30/6100.2511/62/FC000000/550028.07.01.08.10/00<br>0/2510/62/EXPX22010D/020U/6/7<br>Cost Center 62HS30<br>GI Account 6100.2511<br>Order FC000000<br>Quantity: 0<br>Amount: \$12,700.00 |                 |             |                   |               |
|                 | PR # 4200328764<br>Account code:<br>62HS30/6100.2511/62/FC000000/550028.07.01.08.11/00<br>0/2510/62/EXPX22010D/020U/7/8<br>Cost Center 62HS30<br>GI Account 6100.2511<br>Order FC000000<br>Quantity: 0<br>Amount: \$200.00    |                 |             |                   |               |
|                 | PR # 4200328764<br>Account code:<br>62HS30/6100.2511/62/FC000000/905382.04.05.08/000/2<br>510/62/EDUX22010D/674L/8/9<br>Cost Center 62HS30<br>GI Account 6100.2511<br>Order FC000000<br>Quantity: 0<br>Amount: \$2,000.00     |                 |             |                   |               |

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 **\$15,165,674.48**. 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, 2010.

(b) An additional amount of **\$909,943.94** is obligated under this contract for payment of fee.

|                                       | PREVIOUS        | THIS ACTION | TOTAL           |
|---------------------------------------|-----------------|-------------|-----------------|
| Mission & IDIQ Estimated Cost         | \$15,117,561.27 | \$48,113.21 | \$15,165,674.48 |
| Provisional Performance Incentive Fee | \$680,292.62    | \$2,165.09  | \$682,457.71    |
| Provisional Cost Incentive Fee        | \$226,764.53    | \$721.70    | \$227,486.23    |
| Total Sum Allotted                    | \$16,024,618.42 | \$51,000.00 | \$16,075,618.42 |

**SECTION C**

**DESCRIPTION/SPECIFICATION/PERFORMANCE WORK STATEMENT**

C.1 DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT (MSFC 52.211-93)  
(FEB 2001)

The Description/Specifications/Performance Work Statement is Attachment J-1.

(End of Clause)

C.2 RESPONSIBILITIES AND ASSOCIATED GROUND RULES

Functions and responsibilities directly involved or associated with the management of any MSFC organizations are expressly excluded from this contract. The Contractor shall provide a secondary review of all assigned activities such that no inherently governmental functions are performed by the Contractor, and if directed to do so, the Contractor shall immediately notify the Contracting Officer. The Contractor is referred to FAR Part 7.5, Inherently Governmental Functions.

- (a) The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:
- (1) Policymaking or management of MSFC operations;
  - (2) Program or project management;
  - (3) Technical management of Government contracts;
  - (4) Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity; and
  - (5) Supervision of Government employees.
- (b) As a result of the close working proximity between Contractor personnel and NASA Civil Servants, the Contractor shall adhere to the following ground rules in performance of the effort as delineated in Attachment J-1.
- (1) The Contractor shall ensure that its employees are managed by its own Contractor management, and that the Contractor management has the autonomy to deal effectively with their employees and implement corporate policies.
  - (2) The Contractor shall ensure that office space occupied by their personnel is clearly labeled with the name of the company.
  - (3) The Contractor shall ensure, to the extent practicable, that correspondence signed by Contractor employees is on company letterhead.

- (4) The Contractor shall ensure that their on-site personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever appropriate greeting is used.
- (5) The Contractor, when participating in meetings with Government and/or other Contractor employees, shall ensure that their personnel identify themselves as Contractor employees so that their actions will not be construed as acts of Government officials.
- (6) The Contractor's management staff shall perform individual job performance evaluations on all Contractor personnel in support of this effort.
- (7) Contractor personnel shall be clearly identified on all internal correspondence as [Name/Acronym of Contractor] Support Personnel.
- (8) Contractor personnel shall not sign external correspondence.

(End of clause)

**[END OF SECTION]**