

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 4
2. AMENDMENT/MODIFICATION NO. 000044	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200345196	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Audrey McMillan Procurement Office/PS33 Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILL TECHNOLOGY INC Attn: Crystal Shell 1570 The Boardwalk HUNTSVILLE AL 35816-0000		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1RCM0 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA77C	
		10B. DATED (SEE ITEM 13) 03/20/2007	

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) Net Increase: \$183,562.00
See Schedule

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: FAR 43.103(b), Clause B.4 Cost and Performance Incentive Fee
	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:

(a) Incorporate the Incentive Fee Earned (performance and cost) in the amount of \$312,324 (Mission: \$273,367 and IDIQ: \$38,957) for Option Year 2 period from April 1, 2009 through March 31, 2010;

(b) update Table B-1, Estimated Cost and Incentive Fees (IF) to reflect the changes described;

i. Option Year II- Mission Services, Cost IF Earned is increased by \$93,876 (from \$0 to \$93,876), and Performance IF Earned is increased by \$179,491 (from \$0 to \$179,491);

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. (b)(4)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Audrey R. McMillan
15B. _____ (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA 19 Jul 10 Audrey Renee McMillan (Signature of Contracting Officer)
	16C. DATE SIGNED 19 July 10

NAME OF OFFEROR OR CONTRACTOR
WILL TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ii. Option Year II - IDIQ Summation of Task Order Values, Cost IF Earned is increased by \$13,378 (from \$0 to \$13,378), the Performance IF Earned is increased by \$25,579 (from \$0 to \$25,579);</p> <p>(c) The contractor has billed provisional incentive fee in the amount of \$213,184.92 of the \$312,324 Total Potential Fee Earned under Option Year 2 period, thereby leaving the delta between the Total Potential Fee Earned and the amount of fee provisionally billed by the contractor in the amount of \$99,139.08 remaining to be invoiced; and</p> <p>(d) provide incremental funding in the amount of \$183,562.00 in accordance with contract clause B.6, Contract Funding; thereby increasing the total allotted funding from \$18,080,087.42 to \$18,263,649.42; thereby revising the anticipated funded through date from July 20, 2010 to August 2, 2010.</p> <p>2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Clause B.1, Table B-1, Estimated Cost and Incentive Fees Clause B.6, Contract Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Supplemental Agreement for work within scope</p> <p>Obligated Amount for this Modification: \$183,562.00 New Total Obligated Amount for this Award: \$18,263,649.42 Incremental Funded Amount changed: from \$18,080,087.42 to \$18,263,649.42 Incrementally Funded through date changed from 07/20/2010 to 08/02/2010</p> <p>ACCOUNTING AND APPROPRIATION DATA: Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM07AA77C/000044

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
WILL TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	PR 4200345196 Account code: 62HS30/6100.2511/62/FC000000/096516.01.08/000/2510 /62/EDUX22010D/538Q/1/2 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$120,000.00				
	PR 4200345196 Account code: 62HS40/6100.2511/62/FC000000/277067.13.08/000/2510 /62/EDUX22010D/833A/2/3 Cost Center 62HS40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$50,000.00				
	PR 4200345196 Account code: 62HS30/6100.2511/62/FC000000/644522.02.06/000/2510 /62/EDUX22010D/833A/2/44 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$2,000.00				
	PR 4200345196 Account code: 62HS30/6100.2511/62/FC000000/550028.07.01.08.11/00 0/2510/62/EXPX22010D/020U/3/45 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$6,400.00				
	PR 4200345196 Account code: 62HS30/6100.2511/62/FC000000/736466.01.04.08.03/00 0/2510/62/CASX22010D/361N/1/43 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$1,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
WILL TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	PR 4200345196 Account code: 62HS30/6100.2511/62/FC000000/550028.07.01.08.11/00 0/2510/62/EXPX22010D/020U/1/84 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$62.00 PR 4200345196 Account code: 62HS30/6100.2511/62/FC000000/731542.01.01.08.03/00 0/2510/62/EXCX22010D/538A/2/85 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$4,100.00 FOB: Destination				

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	POTENTIAL TOTAL VALUE
1.	Mission Services, Base Year (BY)	4-01-07 through 3-31-08	\$5,140,997	\$4,065,997	\$60,543	\$90,814	\$181,630	\$80,965	\$178,395	\$5,383,170
1.a. (See Table B-3)	IDIQ Summation of Task Order Values BY	4-01-07 through 3-31-08	\$275,257	\$255,257	\$4,129	\$6,195	\$12,386	\$6,195	\$11,199	\$291,772
2.	Option I, Mission Services	4-01-08 through 3-31-09	\$4,541,721	\$4,266,721	\$63,774	\$95,660	\$191,319	\$95,660	\$183,085	\$4,796,814
2.a. (See Table B-3)	IDIQ Summation of Task Order Values Option I	4-01-08 through 3-31-09	\$986,058	\$986,058	\$14,791	\$22,186	\$44,374	\$22,186	\$42,312	\$1,045,223
3.	Option II, Mission Services	4-01-09 through 3-31-10	\$4,472,266	\$4,172,266	\$62,584	\$93,876	\$187,752	\$93,876	\$179,491	\$4,722,602
3.a. (See Table B-3)	IDIQ Summation of Task Order Values Option II	4-01-09 through 3-31-10	\$594,584	\$594,584	\$8,919	\$13,378	\$26,756	\$13,378	\$25,579	\$630,259
4	Option III, Mission Services	4/1/2010 through 03/31/2011	\$4,677,736	\$4,309,792	\$64,647	\$96,970	\$193,941	TBD	TBD	\$4,936,324
4.a. (See Table B-3)	IDIQ Summation of Task Order Values Option III	4/1/2010 through 03/31/2011	\$517,662	\$517,662	\$7,765	\$11,647	\$23,295	TBD	TBD	\$548,722

(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 & IDIQ SUMMATION – OPTION VALUES

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	COST IF EARNED	PERFORMANCE IF EARNED	POTENTIAL TOTAL VALUE
5	Option IV, Mission Services	4/1/2011 through 03/31/2012	\$5,303,481	\$4,896,697	\$73,450	\$110,176	\$220,351	TBD	TBD	\$5,597,283
5.a. (See Table B-3)	IDIQ Summation of Task Order Values Option IV	4/1/2011 through 03/31/2012	\$525,975	\$525,975	\$7,890	\$11,834	\$23,669	TBD	TBD	\$557,534

(End-of-Clause)

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 **\$17,229,854.66**. 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 – August 2, 2010.

(b) An additional amount of **\$1,003,794.77** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission & IDIQ Estimated Cost	\$17,056,682.96	\$173,171.70	\$17,229,854.66
Provisional Performance Incentive Fee	\$767,553.10	\$7,792.72	\$775,345.82
Provisional Cost Incentive Fee	\$225,851.36	\$2,597.58	\$228,448.94
Total Sum Allotted	\$18,080,087.42	\$183,562.00	\$18,263,649.42