

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000049	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200360005	5. PROJECT NO. (if applicable)	
SUED BY	CODE MSFC	7. ADMINISTERED BY (if other than item 3)	CODE	MSFC
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		NASA/Marshall Space Flight Center Jane L. Thomas Procurement Office/PS33 Marshall Space Flight Center AL 35812		
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.		
		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA77C		
		10B. DATED (SEE ITEM 13) 03/20/2007		
CODE IRCM0	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)
See Schedule

Net Increase: \$578,816.00

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: Clause B.6 - 1852.232-81, Contract Funding (Jun 1990)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to:

(a) Increase funding in the amount of \$578,816. Pursuant to FAR Clause 52.232-22, Limitation of Funds, the Total Funds Allotted is changed from \$18,827,377.42 to \$19,406,193.42. The funds will provide continued coverage through December 3, 2010.

(b) Delete MSFC Clause 52.223-93, ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (FEB 2008) and replace with MSFC Clause 52.223-95, PREVENTION OF AND RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (AUG 2010).

2. The following paragraph(s) have been modified. Slip-sheets to the contract are 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10-5-10

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
WILL TECHNOLOGY INC

EM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>provided with sidebars indicating change.</p> <p>*B.6 CONTRACT FUNDING (1852.232-81) (JUNE 1990) *H.11 MSFC Clause 52.223-95, PREVENTION OF AND RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (AUG 2010)</p> <p>3. All other terms and conditions remain unchanged. LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$578,816.00 New Total Obligated Amount for this Award: \$19,406,193.42 Incremental Funded Amount changed: from \$18,827,377.42 to \$19,406,193.42 CHANGES FOR LINE ITEM NUMBER: 4 Obligated Amount for this modification: \$578,816.00 Incremental Funded Amount changed from \$2,684,467.00 to \$3,263,283.00 Incrementally Funded through date changed from 10/21/2010 to 12/03/2010</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62HS40/6100.2511/62/FC000000/736466.02.05.08.03/00 0/2510/62/CASX12011D/361N/1/2 Cost Center 62HS40 GI Account 6100.2511 Order FC000000 Amount: \$92,480.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62HS40/6100.2511/62/FC000000/736466.02.05.08.02/00 0/2510/62/CASX12011D/361N/2/3 Cost Center 62HS40 GI Account 6100.2511 Order FC000000 Amount: \$66,432.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62HS10/6100.2511/62/FC000000/736466.02.05.08.02/00 0/2510/62/CASX12011D/361N/3/4 Cost Center 62HS10 GI Account 6100.2511 Order FC000000 Continued</p>				

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 WILL TECHNOLOGY INC

EM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$249,152.00 NEW ACCOUNTING CODE ADDED: Account code: 62HS50/6100.2511/62/FC000000/736466.01.02.08.05/00 0/2510/62/CASX12011D/361N/4/5 Cost Center 62HS50 GI Account 6100.2511 Order FC000000 Amount: \$101,248.00 NEW ACCOUNTING CODE ADDED: Account code: 62HS50/6100.2511/62/FC000000/736466.01.09.08.04/00 0/2510/62/CASX12011D/361N/5/6 Cost Center 62HS50 GI Account 6100.2511 Order FC000000 Amount: \$21,376.00 NEW ACCOUNTING CODE ADDED: Account code: 62HS20/6100.2511/62/FC000000/736466.01.02.08.02/00 0/2510/62/CASX12011D/361N/6/7 Cost Center 62HS20 GI Account 6100.2511 Order FC000000 Amount: \$29,312.00 NEW ACCOUNTING CODE ADDED: Account code: 62HS01/6100.2511/62/FC000000/736466.01.02.08.01/00 0/2510/62/CASX12011D/361N/7/8 Cost Center 62HS01 GI Account 6100.2511 Order FC000000 Amount: \$18,816.00 Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

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 **\$18,307,726.37**. 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 – December 3, 2010.

(b) An additional amount of **\$1,098,467.05** is obligated under this contract for payment of fee.

	Previous	This Action	Total
Mission & IDIQ Estimated Cost	\$17,761,673.54	\$546,052.83	\$18,307,726.37
Provisional Performance incentive Fee	\$799,277.67	\$24,572.38	\$823,850.04
Provisional Cost Incentive Fee	\$266,426.22	\$8,190.79	\$274,617.01
Total Sum Allotted	\$18,827,377.42	\$578,816.00	\$19,406,193.42

(c) The contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

(End of Clause)

H.11 MSFC 52.223-95 PREVENTION OF AN RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (AUG 2010)

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening Behavior in the Workplace".

(End of Clause)

H.12 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (AUG 2005)

(a) If during the performance of this contract, the Contractor transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to Marshall Space Flight Center, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provisions of MWI 8550.5, "Hazardous Material Management." The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with clauses regarding hazardous materials, which may be contained in the order.

(End of clause)