

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
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2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
00050 See Block 16C 4200362092  
ISSUED BY CODE MSFC 7. ADMINISTERED BY (If other than Item 6) 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  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNM07AA77C  
10B. DATED (SEE ITEM 13)  
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) Net Increase: \$50,000.00  
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:  
Clause 52.243-2 Changes - Cost Reimbursement (Apr 1984)  
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, x: 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 purpose(s) of this modification are to:  
(a) Increase level of support for PWS 6.4.2 SATERN Administrator Lead (SAL) in the amount of (b)(4) for Option III; and (b)(4) for Option IV from the date of award through March 31, 2012. These changes result in an overall increase in the cumulative current contract value for Option III in the amount of (b)(4) from (b)(4) to (b)(4) and an increase in the potential contract value for Option IV in the amount of (b)(4) from (b)(4) to (b)(4) thereby increasing the total potential contract value by (b)(4) from (b)(4) to \$35,332,620.  
(b) Increase funding in the amount of \$50,000. Pursuant to NFS Clause 1852.232-81, Contract 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)  
(b)(4) Sherry K Fenn  
15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
(b)(4) 10-27-10 (Signature of Contracting Officer) 10-27-10

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED  
NNM07AA77C/000050

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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>Funding, the Total Funds Allotted is changed from \$19,406,193.42 to \$19,456,193.42. The anticipated funded through date is December 7, 2010.</p> <p>2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>*B.2 Table B.1, Estimated Cost and Incentive Fee *B.6 CONTRACT FUNDING (1852.232-81) (JUNE 1990)</p> <p>3. Contractor's Statement of Release</p> <p>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.</p> <p>Contract Change Identification Contractor Proposal No. WTI-092710-R dated October 5, 2010.</p> <p>4. All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES: Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4) Obligated Amount for this Modification: \$50,000.00 Incremental Funded Amount changed: from (b)(4)</p> <p>Accounting and Appropriation Data: 62HS30/6100.2511/62/FC000000/736466.01.04.08.03/00 0/2510/62/CASX12011D/361N/1/2 Cost Center 62HS30 GI Account 6100.2511 Amount: \$23,000.00</p> <p>Account code: 62HS30/6100.2511/62/FC000000/736466.01.04.08.03/00 0/2510/62/CASX12011D/361N/1/43 Cost Center 62HS30 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE OF 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)
	CT Account 6100.2511 Amount: \$3,000.00  Account code: 62HS30/6100.2511/62/FC000000/736466.01.04.08.03/00 0/2510/62/CASX12011D/361N/1/84 Cost Center 62HS30 CT Account 6100.2511 Amount: \$24,000.00  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	\$4,682,047	\$4,314,103	\$64,712	\$97,067	\$194,135	TBD	TBD	\$4,940,893
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	\$5,311,892	\$4,905,108	\$73,577	\$110,365	\$220,730	TBD	TBD	\$5,606,198
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 **\$18,354,896.18**. 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 7, 2010.

(b) An additional amount of **\$1,101,297.24** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission & IDIQ Estimated Cost	\$18,307,726.37	\$47,169.81	\$18,354,896.18
Provisional Performance Incentive Fee	\$823,850.04	\$2,122.64	\$825,972.68
Provisional Cost Incentive Fee	\$274,617.01	\$707.55	\$275,324.56
Total Sum Allotted	\$19,406,193.42	\$50,000.00	\$19,456,193.42