

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 70054 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. See Schedule 5. PROJECT NO. (If applicable)

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) (x) 9A. AMENDMENT OF SOLICITATION NO.

WILL TECHNOLOGY INC Attn: Crystal Shell 1570 The Boardwalk HUNTSVILLE AL 35816-0000 9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA77C

10B. DATED (SEE ITEM 13) 03/20/2007
 CODE 1RCNO 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: \$421,638.00
 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: Contract Funding (NFS 1852.232-81) (JUNE 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 provide:
 (a) Incremental funding in the amount of \$421,638. Pursuant to FAR Clause 52.232-22, Limitation of Funds, the Total Funds Allotted is changed from \$20,232,713.42 to \$20,654,351.42. The anticipated funded thru date is February 9, 2011.

2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

*B.6 CONTRACT FUNDING (1852.232-81) (JUNE 1990)

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)
	A. Carol Terrell
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
H. Carol Terrell (Signature of Contracting Officer)	1-13-11

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 WILL TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. All other terms and conditions remain unchanged. LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$421,638.00 New Total Obligated Amount for this Award: \$80,654,351.42</p> <p>Accounting and Appropriation Data:</p> <p>PR 4200371030</p> <p>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 Order FC000000 Amount: \$50,000.00</p> <p>62HS10/6100.2511/62/FC000000/736466.02.05.08.02/00 0/2510/62/CASX12011D/361N/2/3 Cost Center 62HS10 GI Account 6100.2511 Order FC000000 Amount: \$75,600.00</p> <p>62HS40/6100.2511/62/FC000000/736466.02.05.08.02/00 0/2510/62/CASX12011D/361N/3/4 Cost Center 62HS40 GI Account 6100.2511 Order FC000000 Amount: \$50,400.00</p> <p>PR 4200371093</p> <p>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: \$45,638.00</p> <p>PR 4200371711</p> <p>62HS30/6100.2511/62/FC000000/731542.01.01.08.01/00 0/2510/62/EXCX22011D/538A/1/2 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Continued</p>				

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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: \$30,000.00				
	62HS30/6100.2511/62/FC000000/731542.01.01.08.04/00 0/2510/62/EXCX22011D/538A/2/3 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$9,000.00				
	62HS30/6100.2511/62/FC000000/731542.01.01.08.02/00 0/2510/62/EXCX22011D/538A/3/4 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$10,000.00				
	62HS30/6100.2511/62/FC000000/731542.01.01.08.03/00 0/2510/62/EXCX22011D/538A/4/5 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$10,000.00				
	62HS30/6100.2511/62/FC000000/731542.01.01.08.09/00 0/2510/62/EXCX22011D/538A/5/6 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$10,000.00				
	62HS30/6100.2511/62/FC000000/731542.01.01.08.06/00 0/2510/62/EXCX22011D/538A/6/7 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$50,000.00				
	62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2 5.0/62/CASX12011D/361N/7/8 Cost Center 62OS01 GI Account 6100.2511 Order FC000000 Amount: \$21,643.00				
	62HS30/6100.2511/62/FC000000/402463.04.08/000/2510 7.0/62/EDUX22011D/833A/1/43 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$1,660.00 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)
	62HS30/6100.2511/62/FC000000/398217.04.01.08/000/2 510/62/EDUX22011D/833A/2/44 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$51,000.00				
	62HS30/6100.2511/62/FC000000/402463.04.08/000/2510 /62/EDUX22011D/833A/2/44 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$5,697.00				
	62HS30/6100.2511/62/FC000000/731542.01.01.08.04/00 0/2510/62/EXCX22011D/538A/1/43 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$1,000.00 MOB: 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 **\$19,485,233.92**. 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 – February 9, 2011.

(b) An additional amount of **\$1,169,117.51** is obligated under this contract for payment of fee.

	Previous	This Action	Total
Mission & IDIQ Estimated Cost	\$19,087,462.22	\$397,771.70	\$19,485,233.92
Provisional Performance incentive Fee	\$858,938.15	\$17,899.73	\$876,837.88
Provisional Cost Incentive Fee	\$286,313.05	\$5,966.58	\$292,279.63
Total Sum Allotted	\$20,232,713.42	\$421,638.00	<u>\$20,654,351.42</u>