

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)

000056

See Block 16C

See Schedule

6. 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
Kiera S. Spann
Procurement Office/PS33
Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

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 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:

\$99,006.00

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Funding 1852.232-81

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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 is/are to:

(a). Increase Total Funds Allotted in the amount of \$99,006, from \$20,756,956.42 to \$20,855,962.42. The anticipated fund through date is April 24, 2011.

(b). Incorporate clause, INTELLECTUAL PROPERTY, in full text to Section I of the contract.

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

B.6 CONTRACT FUNDING (1852.232-81) (JUN 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. (b)(4)	2-28-11	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn
15B. (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Sherry K Fenn</i> (Signature of Contracting Officer)
		16C. DATE SIGNED 2/28/11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM07AA77C/000056

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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>I.17 INTELLECTUAL PROPERTY</p> <p>3. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification : Other Administrative Action</p> <p>Obligated Amount for this Modification: \$99,006.00 New Total Obligated Amount for this Award: \$20,855,962.42 Incremental Funded Amount changed: from \$20,756,956.42 to \$20,855,962.42.</p> <p>Current Contract Value is unchanged, in the amount of \$22,359,456.00.</p> <p>Incrementally Funded through date changed from 02/09/2011 to 04/24/2011</p> <p>PR 4200376139 62HS20/6100.2511/62/FC000000/736466.01.02.08.02/00 0/2510/62/CASX12011D/361N/1/2 Cost Center 62HS20 GI Account 6100.2511 Order FC000000 Amount: \$14,699.00</p> <p>PR 4200376139 62HS50/6100.2511/62/FC000000/736466.01.02.08.05/00 0/2510/62/CASX12011D/361N/2/3 Cost Center 62HS50 GI Account 6100.2511 Order FC000000 Amount: \$50,107.00</p> <p>PR 4200375853 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 Amount: \$28,000.00</p> <p>PR 4200375853 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM07AA77C/000056

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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)
	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: \$125.00 PR 4200375853 62HS30/6100.2511/62/FC000000/215952.07.01.08.08/00 0/2510/62/EXPX22011D/029N/3/4 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$575.00 PR 4200375853 62HS30/6100.2511/62/FC000000/215952.07.01.08.09/00 0/2510/62/EXPX22011D/029N/4/5 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: \$5,500.00 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 **\$19,582,031.09**. 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 – April 24, 2011.

(b) An additional amount of **\$1,180,529.45** is obligated under this contract for payment of fee.

	Previous	This Action	Total
Mission & IDIQ Estimated Cost	\$19,582,031.09	\$93,401.89	\$19,675,432.97
Provisional Performance incentive Fee	\$881,193.75	\$4,203.08	\$885,396.84
Provisional Cost Incentive Fee	\$293,731.58	\$1,401.03	\$295,132.61
Total Sum Allotted	<u>\$20,756,956.42</u>	\$99,006.00	<u>\$20,855,962.42</u>

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

I.16 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC 52.252-90) (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.17 INTELLECTUAL PROPERTY

(b)(4)



(b)(4)



(End of Clause)

(End of Clause)

[END OF SECTION]